
IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT, DIVISION FOUR

Civ. No. B 069450
(Super. Ct. No. BC 052395)

CHURCH OF SCIENTOLOGY INTENTIONAL,

Plaintiff-Respondent

-VS-

GERALD ARMSTRONG,

Defendant-Appellant.

On Appeal From Superior Court Of The State Of California
County of Los Angeles
The Honorable Ronald M. Sohigian

APPELLANT'S APPENDIX IN LIEU OF CLERK'S TRANSCRIPT, VOLUME IV

722-992

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1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF LOS ANGELES

3 RELIGIOUS TECHNOLOGY CENTER, A)
4 California Non-Profit Religious)
5 Corporation; CEURCH OF)
6 SCIENTOLOGY INTERNATIONAL, A)
7 Non-Profit Religious Corporation;)
8 and CHURCH OF SCIENTOLOGY OF)
9 CALIFORNIA, A Non-Profit)
10 Religious corporation,)
11)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)

 Plaintiffs,

 vs.

No: BC 033035

JOSEPH A. YANNY, an individual;
JOSEPH A. YANNY, a professional
law corporation, and DOES 1-25,
inclusive,

VOLUME V

Defendants.

Volume V - Deposition of GERALD ARMSTRONG, taken
on behalf of the Plaintiff, at 3340 Ocean Park Boulevard,
Suite 1050, Santa Monica, California 90405,
commencing at 1:00 p.m., Tuesday, April 7, 1992,
before Jan Serra, CSR 8207.

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A P P E A R A N C E

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THE REFEREE: THE HONORABLE THOMAS T. JOENSON

ALSO PRESENT:

ED PARKIN

///

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1 EXAMINATION

2
3 BY MR. BERRY:

4 Q We are gathered here today in the
5 presence of a referee to continue your deposition Mr.
6 Armstrong.

7 You're appearing by subpoena issued by
8 the Church of Scientology, correct?

9 A Right.

10 Q If I refer to that entity as the
11 "organization" you'll understand what I mean?

12 A Yes.

13 MR. BERRY: I'd like marked as 4-E a
14 document entitled "Declaration of Gerald Armstrong in
15 Opposition to Scientology Motion for Preliminary
16 Injunction."

17 Could you turn your attention to the last
18 page of that document?

19 THE WITNESS: (Complying)

20
21 (The document referred to was
22 marked by the CSR as Exhibit 4-E for
23 identification and attached to and
24 made a part of this deposition.)

25 ///

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2

1 Q BY MR. BERRY: Is that your signature that
2 appears on the last page? (Indicating)

3 A Yes.

4 Q Is this a declaration that you have sworn
5 out?

6 A Yes.

7 Q Before we turn to that declaration, had
8 Mr. Yanny ever represented you on any literary matters
9 involving Scientology?

10 A No.

11 Q Has he ever represented you on any
12 matters involving Scientology?

13 A No.

14 Q Has he ever counseled you on any matters
15 involving Scientology?

16 A No.

17 Q Do you know that Mr. Yanny is being sued
18 for allegedly representing you on matters involving
19 Scientology, correct?

20 A Right.

21 Q Do you find that amazing?

22 MR. MOXON: Objection, calls for an
23 opinion.

24 MR. BERRY: Mr. Armstrong, question
25 withdrawn.

1 Q BY MR. BERRY: You testified on the
2 previous occasion that you had been designated an
3 expert by Judge Breckenridge, right?

4 A Right.

5 Q That was an expert on fair game,
6 misrepresentation, the fraud of Scientology, L. Ron
7 Hubbard, correct?

8 A These are the areas in which I consider
9 that I have expertise.

10 He was talking specifically -- my
11 recollection is --- and I don't have that, the
12 transcript of the proceedings readily available -- but
13 he was speaking specifically about the history of L.
14 Ron Hubbard.

15 MR. MOXON: I object to the
16 characterization of him being certified as an expert.
17 Mr. Armstrong was not certified as an expert witness;
18 in someone's opinion he had some expertise in some
19 issue, it was collateral to anything in the case.

20 I don't think you mean to infer he was
21 certified as an expert witness in any case, do you Mr.
22 Berry?

23 MR. BERRY: I just heard the witness
24 testify that he was considered to be an expert by
25 Judge Breckenridge.

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1 MR. MOXON: You don't mean in a legal
2 sense an "expert," do you?

3 MR. BERRY: I mean an expert on the
4 indicated issues relating to Scientology.

5 MR. MOXON: I'll cross examine if you
6 choose to leave it ambiguous as to whether or not he
7 was designated as an expert witness.

8 Q BY MR. BERRY: On the basis of your
9 expertise regarding Scientology, Mr. Armstrong, do you
10 have an opinion as to why the organization would file
11 a lawsuit against Mr. Yanny claiming that he
12 represented you when there is no evidence that he ever
13 did so?

14 MR. MOXON: Objection, Your Honor, this
15 witness has not been designated as a expert in this
16 case. He specifically has not been identified.

17 Lists of experts are overdue. He was not
18 identified on any list as an expert, therefore his
19 opinions are completely irrelevant and improper in
20 deposition. Whether he believes he's an expert or not
21 is irrelevant.

22 MR. BERRY: I will concede that he's not
23 being designated as an expert in this case.

24 THE REFEREE: If he's not been designated
25 as an expert, is he qualified as an expert?

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2 1 MR. BERRY: The witne. has testified,
2 Your Honor, that he has previously been considered to
3 be an expert.

4 Q BY MR. BERRY: Mr. Armstrong, have you
5 been designated as an expert in other cases?

6 A Yes.

7 Q In which cases?

8 A In one entitled "Huntsinger versus
9 Applied Materials."

10 Q Did -- were you designated in the --
11 withdraw.

12 What were the issues in which Judge
13 Breckenridge considered you to be an expert?

14 A It was during my trial in 1984.

15 MR. MOXON: I object, he was never
16 designated as an expert in that case in 1984. Mr.
17 Berry is potentially trying to mislead.

18 I object, he's not been designated as an
19 expert in this case. He can attempt to prop him up
20 and try to make him an expert. It's not appropriate
21 to ask for a ruling from this court --

22 THE REFEREE: Let me give you my reaction
23 to this.

24 This is really a deposition, and just a
25 deposition. And it's discovery and just discovery.

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3
1 There are certainly going to be
2 preserved -- I don't know if, whether for the purposes
3 of discovery it's necessary for the Referee to find
4 that he is an expert. I don't believe that it is.

5 And I would think we would make more
6 progress bearing in mind your objections and what the
7 record shows. If he's asked questions and answers
8 then you can ask on cross-examination whatever you
9 think is appropriate, and we'll see what testimony is
10 elicited.

11 What, whether it would be admissible at
12 some later time would most probably depend on what the
13 judge hearing the trial is looking for in the way of
14 qualifications. More than what I might be looking for
15 today.

16 MR. MOXON: I'm not quite sure I
17 understand the court's ruling.

18 Since this is just discovery he can ask
19 pretty much anything he wants?

20 THE REFEREE: In this particular -- as
21 far as opinions go, whether they have any weight,
22 whether they're going to be admissible at that time of
23 trial is something for another time. But he can
24 discover today as he can. That's my thought at the
25 moment.

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1 MR. MOXON: We won't be bound by the
2 relevance at this point?

3 THE REFEREE: I do not think so.

4 You can have a continuing objection in
5 that area if you want.

6 MR. MOXON: No. My only problem, Your
7 Honor -- and this is something I mentioned at the last
8 deposition -- was I was precluded from asking a number
9 of questions which were highly relevant to the case.
10 In particular there was money, a thousand dollars that
11 was given to this witness by the defendant. A
12 thousand dollars arising out of this corporation.

13 I was precluded from asking a number of
14 questions regarding the payment of that money because
15 the court felt that I had asked enough questions and
16 that other questions concerning that wouldn't
17 necessarily be relevant.

18 It was extremely prejudicial in my view
19 to the plaintiff to have the court take such a narrow
20 view with respect to the relevance of our questions
21 concerning an issue which is central to the case and
22 then go into what his qualifications are as an expert.

23 MR. BERRY: On the contrary, I believe
24 there was a restriction on questioning because you
25 were invading areas that were constitutionally

3
1 protected.

2 THE REFEREE: I do think it's a little
3 different situation. It's as that great American
4 Jerry Brown says: "Then is then and now is now."
5 Whatever that means.

6 But more seriously, this is really
7 opinion evidence and/or had to do I think with
8 questions concerning factual evidence.

9 THE REFEREE: But we had some problems of
10 privacy and whatnot there.

11 MR. MOXON: I take it then you're going
12 to allow him to go on and ask opinions?

13 THE REFEREE: I don't know what I'm going
14 to allow him to do because I don't know what questions
15 are going to be asked.

16 You should not be inhibited in objecting.
17 Anything can be pursued to a point where it's no
18 longer appropriate.

19 Q BY MR. BERRY: Do you recall the question
20 Mr. Armstrong?

21 A Right.

22 Q You do?

23 A Yes.

24 My opinion on why the organization filed
25 this lawsuit, specifically with regards to me?

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1 MR. MOXON: I don't believe we had a
2 ruling on my objection. It was just calling for an
3 opinion.

4 THE REFEREE: The objection's overruled.
5 Whatever weight opinion has we'll have to
6 see.

7 A I see it as pursuant to the
8 organization's policy of attack the attacker. They
9 have viewed Joe Yanny and myself as enemies and
10 threats, and they have grasped at what they see as an
11 avenue to attack us and make it difficult for he to
12 defend himself and me to defend myself.

13 Q BY MR. BERRY: Did that policy regarding
14 yourself start with the designation of you as a
15 suppressive person?

16 MR. MOXON: Objection, lack of
17 foundation.

18 Ambiguous as to "policy."

19 MR. BERRY: I believe what the witness
20 has previously testified, he was declared a
21 suppressive person on two occasions back in 1982.

22 Q BY MR. BERRY: Do you recall that?

23 A Yes.

24 Q Was the designation of you --

25 MR. MOXON: Again, the question lacks a

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3 1 foundation.

2 He's seeking testimony from Mr. Armstrong
3 as to why this lawsuit occurred with Mr. Yanny based
4 on something that occurred to Mr. Armstrong in 1982.

5 THE REFEREE: For whatever that's worth,
6 whatever weight could be given to that, he can have an
7 opinion I suppose.

4 8 MR. BERRY: Could I have this document
9 for a "Suppressive Person Declare, Jerry Armstrong,"
10 marked as next in order?

11
12 (The document referred to was
13 marked by the CSR as Exhibit 4-F for
14 identification and attached to and
15 made a part of this deposition.)
16

17 Q BY MR. BERRY: Mr. Armstrong, do you
18 recognize that document?

19 A Yes.

20 Q How do you recognize that document?

21 MR. MOXON: I have a question as to
22 relevance. This is completely irrelevant to the case.

23 Mr. Armstrong's declaration, if this is a
24 valid declaration in 1982, has no relevancy to whether
25 or not Yanny breached his attorney-client

1 responsibilities in 1991.

2 THE REFEREE: What's the connection?

3 MR. BERRY: This witness has testified he
4 was declared a suppressive person and has been a
5 subject of the fair game policy ever since.

6 He has just testified now that this
7 lawsuit of my client's representatives of a
8 suppressive person and fair game have permeated in
9 religion and with regard to Mr. Armstrong and Mr.
10 Aznaran.

11 Mr. Yanny's knowledge of fair game and
12 the circumstances which led to the Aznarans and
13 Armstrong being declared suppressive persons are
14 relevant to the state of mind he had when he did what
15 he was alleged to have done.

16 MR. MOXON: With that explanation, Your
17 Honor, he's tied together the declaration of Mr.
18 Armstrong in 1982 as the reason Yanny was sued in
19 1991. That's a ridiculous tie-in.

20 THE REFEREE: I don't think it's quite as
21 direct as that.

22 Since he's testifying as to an opinion
23 he's entitled within reason to testify to the basis
24 for the opinion.

25 Whether the basis is adequate is another

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4
1 matter. S. he objection's overruled. You can pursue
2 this at least somewhat.

3 Q BY MR. BERRY: Do you recognize this
4 document Mr. Armstrong? (Indicating) -

5 A Yes.

6 Q How do you recognize this document?

7 A I was sent this document in 1982. I have
8 had it since 1982. It was an exhibit in my trial in
9 1984, and it's been a part of my life since 1982.

10 Q Do you know who sent you this document?

11 A (No response)

12 MR. BERRY: Let me withdraw that
13 question.

14 A Marilyn Brewer.

15 MR. MOXON: Objection, this document was
16 just handed to him by Mr. Berry. Obviously it wasn't
17 sent to him by Marilyn Brewer.

18 THE REFEREE: Are you referring to this
19 document or the original of this document or the first
20 time you have seen this document?

21 THE WITNESS: That was the first time.

22 THE REFEREE: When was that?

23 THE WITNESS: 1982.

24 MR. MOXON: Objection, this doesn't
25 remotely go to the basis for his opinion about why we

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1 sued Joseph Yanny as to who sent him this document.

2 MR. BERRY: I'm moving out of that area
3 quickly.

4
5 (The document referred to was
6 marked by the CSR as Exhibit 4-E for
7 identification and attached to and
8 made a part of this deposition.)
9

10 Q BY MR. BERRY: Turning your attention to
11 page two of your declaration dated March 16, 1992,
12 which is Exhibit 4-E, I'll ask you to read paragraph
13 3?

14 A Okay.

15
16 (Pause in proceedings.)
17

18 Q BY MR. BERRY: Mr. Armstrong, while you
19 were a Scientologist organization employee or member,
20 what was the Rehabilitation Project Force?

21 MR. MOXON: Objection, irrelevant.

22 THE REFEREE: What's the relevance here?

23 MR. BERRY: Your Honor, the Aznaran
24 litigation, which is a major part of this lawsuit,
25 involved extensive allegations regarding Ms. Aznaran's

1 confinement in the Rehabilitation Project Force, and
2 it was my client's knowledge of that that in part went
3 to the state of mind which prompted him to do what he
4 is alleged to have done.

5 MR. MOXON: Prompted who to do what?

6 MR. BERRY: My client.

7 THE REFEREE: Mr. Yanny?

8 MR. BERRY: Mr. Yanny.

9 There has been testimony in this case
10 about the Rehabilitation Project Force, and it might
11 clarify the understanding of this to know what it was.

12 THE REFEREE: There has been some
13 testimony regarding it.

14 You can ask a couple questions. Let's
15 see where they're going.

16 A It is Scientology's equivalent of a
17 prison system.

18 MR. MOXON: Move to strike. Lack of
19 foundation.

20 THE REFEREE: Let's lay some foundation
21 for that one. We'll strike the answer for the moment.

22 Q BY MR. BERRY: Mr. Armstrong, do you have
23 any knowledge of something called "Rehabilitation
24 Project Force?"

25 A Yes.

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4 1 Q What is the basis for your knowledge in
2 that regard?

3 A During the time I was in the organization
4 I was assigned on two occasions to the RPF. I spent a
5 total 25 months on the RPF.

6 I was within the RPF, in charge of it.

7 I was, I viewed perhaps a total of a
8 hundred, maybe 150 people pass through the RPF during
9 the time in which I was involved with it.

10 Q By "RPF" do you mean Rehabilitation
11 Project Force?

12 A Yes.

13 Q Does the RPF have a number of locales?

14 A Yes.

5 15 Q While you were involved with the RPF what
16 were those locales?

17 A The ones that I personally knew of and
18 observed, first of all on the ship beginning in 1974,
19 subsequently in Clearwater, Florida.

20 Then in La Quinta, California.

21 And the RPF in Los Angeles.

22 MR. MOXON: I renew my objection to lack
23 of relevance and it's not obviously tied together.
24 We're just getting into an area far afield.

25 The court requested he tie it together

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5 1 and he's not doing so.

2 THE REFEREE: I'm taking it as
3 foundational for the moment.

4 Overruled for the moment.

5 Q BY MR. BERRY: Why did the RPF exist?

6 MR. MOXON: Objection, lack of
7 foundation.

8 THE REFEREE: Overruled.

9 You may answer.

10 A For the control of members, for the
11 obtaining of labor which was even more free than the
12 labor which was extracted from normal Scientology Org
13 members.

14 And to break the wills of anyone who
15 opposed the organization or Hubbard.

16 MR. MOXON: Move to strike as lack of
17 foundation.

18 THE REFEREE: Overruled.

19 Q BY MR. BERRY: Were people free to leave
20 the RPF of their own volition?

21 A No.

22 Q Why not?

23 A If they sought to leave they were held.
24 Physically held.

25 Q Did you see occasions on which that

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5
1 occurred?

2 A Yes.

3 MR. MOXON: I have a continuing objection
4 to lack of relevance to this case.

5 THE REFEREE: You have a continuing
6 objection on that.

7 Q BY MR. BERRY: Mr. Armstrong, did you
8 ever learn anything from Mr. Yanny regarding
9 Scientology's litigation or tactics?

10 A I don't believe so.

11 Q Indeed, could Mr. Yanny have told you
12 anything about Scientology's litigation or tactics
13 that you didn't already know?

14 A I don't believe so.

15 Q Referring to paragraph 4 of Exhibit 4-E,
16 could you take a quick look at that?

17 A (Complying)

18 Q Do you have any knowledge as to how the
19 "Mission Corporate Category Sortout" came to take
20 place?

21 A Yes.

22 MR. MOXON: Objection, irrelevant.

23 He's reading from a declaration that was
24 filed, apparently in Marin County, which was a subject
25 of great discussion last week. He's obviously getting

1 some discovery for purposes in some other lawsuit.
2 Which is something that the court suggested was
3 inappropriate and something Mr. Berry bitterly
4 complained about last week.

5 I don't know what the purpose is, what
6 the relevance is to ask him about his deposition filed
7 elsewhere.

8 MR. BERRY: We have an affirmative
9 defense in this case called the crime fraud exception.

10 We're dealing with MCCS tapes which Mr.
11 Yanny was consulted upon in which this witness has
12 knowledge upon, and his knowledge may tend to lead to
13 the discovery of admissible evidence.

14 MR. MOXON: It says in the statement on
15 paragraph 4 that the alleged MCCS matter was 1980 and
16 1981.

17 Mr. Yanny is claiming crime fraud
18 exception to something he did in 1991. It was prior
19 to the time Mr. Yanny represented the Church. It's
20 irrelevant to this case.

21 It's apparently useful for Mr. Berry
22 elsewhere, but has no relevance to this case.

23 MR. BERRY: Mr. Yanny has testified in
24 Yanny I that he was involved in Mission Corporate
25 Category Sortout which did not conclude in 1980, and

5
1 the effect on the attorney-client privilege may well
2 have impact in 1991 and 1992.

3 MR. MOXON: A claim projected by Judge
4 Cardenas.

5 THE REFEREE: Thank you folks. The
6 objection's sustained.

7 Q BY MR. BERRY: Mr. Armstrong, did you
8 become involved in litigation with the organization?

9 A Yes.

10 Q Did there come a time when that
11 litigation was settled?

12 A Yes.

13 Q In connection with that settlement were a
14 number of documents executed?

15 A Yes.

16 MR. MOXON: I object, these questions
17 were asked and answered by Mr. Yanny at some length in
18 the last deposition.

19 Mr. Berry is representing Mr. Yanny so we
20 now have two attorneys representing the same party.

21 MR. BERRY: I'm surprised Mr. Moxon
22 talked about the questions which were asked and
23 answered when I haven't even asked one regarding this
24 area.

25 THE REFEREE: I don't know what we have

5 1 yet, so let's see.

2 MR. MOXON: It was about these
3 settlements Your Honor.

4 THE REFEREE: Let's see what the question
5 is going to be.

6 Q BY MR. BERRY: I show you what I'd like
7 marked as 4-G.

8 Is that a copy of your Settlement
9 Agreement entered into in connection with the
10 litigation Scientology you were first involved in?

11 A Yes.

12
13 (The document referred to was
14 marked by the CSR as Exhibit 4-G for
15 identification and attached to and
16 made a part of this deposition.)
17

18 Q BY MR. BERRY: Showing you 4-H, was that
19 document also executed in connection with that
20 litigation?

21 A Yes.

22 ///

5
1 (The document referred to was
2 marked by the CSR as Exhibit 4-H for
3 identification and attached to and
4 made a part of this deposition.)
5

6 MR. BERRY: Four I.
7

8 (The document referred to was
9 marked by the CSR as Exhibit 4-I for
10 identification and attached to and
11 made a part of this deposition.)
12

13 MR. BERRY: Four I is the same document
14 which is not marked "work copy."
15

6
16 Let's mark as 4-J a document
17 entitled "Indemnity Agreement."
18

19 (The document referred to was
20 marked by the CSR as Exhibit 4-J for
21 identification and attached to and
22 made a part of this deposition.)
23

24 Q BY MR. BERRY: Mr. Armstrong, do Exhibits
25 4-G to 4-J all relate to the settlement you entered
into with the organization?

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5 1 A Yes.

2 MR. BERRY: Turning back to 4-E,
3 paragraph 12, on page 7, I'd ask you to read through
4 to the end of paragraph 14 on page 9.

5 A (Complying)

6 MR. MOXON: Could we take a break for a
7 moment?

8 I would like to consult with my attorney
9 who is more familiar with this. What Mr. Berry is
10 doing here may be in violation of a TRO.

11 THE REFEREE: Let's take a few minutes.

12

13 (Recess taken.)

14

15 MR. MOXON: I am informed that some of
16 these documents are the subject to a motion to seal.
17 Mr. Yanny is trying to run around that motion to seal
18 in Marin County.

19 MR. GREENE: You're not counsel in Marin,
20 although your law firm is, and there is absolutely no
21 motion to seal in Marin.

22 MR. MOXON: It's transferred down here,
23 right?

24 MR. GREENE: Originally Scientology
25 sought to seal the record in Marin County and they

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6
1 were unsuccessful in that effort. They sought to seal
2 the Settlement Agreement and they were unsuccessful in
3 that matter as well. That entire file is public.

4 There is no motion pending, and I am Mr.
5 Armstrong's attorney of record in that matter. I
6 don't think you have any foundation for that at all.

7 MR. MOXON: I guess you're not doing a
8 competent job then.

9 MR. BERRY: I object to that and the
10 misrepresentation he's making.

11 MR. MOXON: We'll let the chips fall
12 where they may then.

13 THE REFEREE: We're doing this at the
14 moment. We're asking and answering questions. We are
15 putting a, designating items as exhibits in this
16 deposition.

17 If good cause is shown I'm sure we can
18 seal the exhibits in the deposition. If there really
19 is some good reason to do that -- which I don't really
20 have in front of me at the moment.

21 MR. PARKER: Your Honor has a fax machine
22 here, Mr. Moxon.

23 MR. MOXON: I think the court's
24 suggestion is a good idea. We can seal it temporarily
25 until I can get back to my counsel that are on the

1 case.

2 Obviously if you want to suspend the
3 deposition I'll go over and file a motion. We can do
4 that. That seems like it would be a pointless
5 exercise.

6 THE REFEREE: I'm really not going to do
7 it because I don't have anything in front of me except
8 your representation and other people's representation.

9 But nothing is instantaneous, and the
10 deposition is in the process of being copied, being
11 put together. So I would think in the next day or so,
12 depending on what the facts are, we could always seal
13 it.

14 MR. BERRY: I can assure --

15 THE REFEREE: I'm the court's Referee.

16 MR. BERRY: I can assure the Referee I
17 obtained this from documents which are part of the
18 public filing in Marin County which is not under seal.

19 MR. GREENE: It never has been under
20 seal.

21 MR. MOXON: You went to Marin County to
22 get this.

23 MR. BERRY: I obtained these.

24 MR. PARKER: We're not here to be
25 cross-examined by you.

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5
1 THE REFEREE: Let's go forward with the
2 deposition. Y'all can discuss this later.

3 MR. PARKER: I wanted to clarify the
4 representation of Mr. Berry where he got these
5 exhibits.

6 If he could make that clear that would
7 help that motion.

8 THE REFEREE: Before we all separate at
9 the end of the day you --

10 Let's go forward. Time is racing by.

11 Q BY MR. BERRY: Mr. Armstrong, turning
12 your attention to Exhibit 4-H the --

13
14 (Discussion held off the record.)
15

16 Q BY MR. BERRY: Turning back to Exhibit
17 4-H?

18 A Okay.

19 MR. MOXON: What was the relevance of
20 these documents to this case again? My relevance
21 objection.

22 MR. BERRY: If you want to know the
23 relevance, the relevance is our affirmative defense
24 No. 9, which we specifically refer to the documents as
25 restricting attorneys from representing people adverse

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6
1 to Scientology, and depleting the pool of attorneys
2 available to people such as the Aznarans.

3 THE REFEREE: So it can have some
4 relevance. So let's go ahead.

5 Q BY MR. BERRY: Turning back to Exhibit
6 4-B, Mr. Armstrong, does that document bear your
7 signature?

8 A Yes.

9 Q Is your signature on the last page above
10 the typewritten name "Gerald Armstrong?"

11 A Yes.

12 Q Is that also a document which Mr. Flynn'
13 signed?

14 Perhaps I might help you by --
15 (Indicating)

16 A There is a space for his signature
17 beneath mine.

18 This copy is not a signed copy.

19 Q Did this document refer to arrangements
20 that also included arrangements with Mr. Flynn?

21 A Yes.

22 Q Are those arrangements specified on page
23 3 as items 11 and 12?

24 A Yes.

25 Q Was it your understanding when you signed

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7
1 this document that Mr. Flynn was also obtaining monies
2 from Scientology?

3 A Yes.

4 Q Was it -- was is your understanding that
5 those monies included monies for the settlement of
6 lawsuits between Mr. Flynn and Scientology?

7 MR. MOXON: Objection, leading question.

8 A Yes.

9 THE REFEREE: I think they are leading,
10 Let's see if we can change the form of
11 the question.

12 MR. MOXON: Move to strike.

13 THE REFEREE: No, we'll let that answer
14 stand.

15 Let's modify it from here on out.

16 Q BY MR. BERRY: Mr. Armstrong, will you
17 tell me the conversations Mr. Flynn had with you
18 regarding him also benefiting from this agreement?

19 MR. MOXON: Objection, irrelevant. It's
20 not pursuant to -- the only relevancy stated it was to
21 reduce the pool.

22 Whatever benefits Mr. Flynn acquired out
23 of this, it doesn't go to that convoluted relevance.

24 THE REFEREE: Are we dealing --

25 Part of Mr. Yanny's theory is the fact

1 that these were, that the pool was depleted, not
2 necessarily every detail about how it was depleted.

3 MR. MOXON: Your Honor --

4 THE REFEREE: Excuse me.

5 That might not have been coherent, but
6 it's tending towards supporting your view.

7 MR. MOXON: If I may --

8 I accept that. However, that has nothing
9 to do with whatever Mr. Flynn may have acquired.
10 Obviously Mr. Flynn wasn't depleted as part of the
11 pool.

12 THE REFEREE: I know that. What I'm
13 saying --

14 I sustain the objection, how is that?

15 MR. MOXON: Okay.

16 Q BY MR. BERRY: Mr. Armstrong, did you
17 have an independent attorney when you executed this
18 agreement?

19 A I consulted another attorney prior to my
20 execution of the agreement.

21 Q Who was that attorney?

22 A Michael Walton.

23 Q Was he part of Mr. Flynn's law firm?

24 A No.

25 Q Was he separate?

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1 A Yes.

2 Q Where was he located?

3 A Santa Monica.

4 Q Why did you consult with Mr. Walton?

5 A I had a question about the enforceability
6 of the agreement.

7 Q Did Mr. Walton give you any advice in
8 that regard?

9 A He said that for it to be enforceable it
10 would have to be reciprocal.

11 Q Did you --

12 A He specifically --

13 I asked him about the liquidated damages
14 clause, and we discussed that specifically and the
15 enforceability generally.

16 And he said specifically regarding the
17 liquidated damages that his opinion was that it would
18 have to be reciprocal, and therefore the whole
19 agreement would have to be reciprocal in order for it
20 to be at all enforceable.

21 Q Before we move on with that, did you
22 receive any advice regarding Mr. Flynn also being a
23 settling party as well as yourself under this
24 agreement?

25 A No.

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7
1 Q Did Mr. Flynn insist that you receive
2 such advice?

3 MR. MOXON: Objection, leading question.

4 THE REFEREE: He can say yes or no.

5 A No.

6 MR. BERRY: Your Honor, I would like --

7 Am I given to understand despite this
8 being a deposition I can't ask leading questions?

9 THE REFEREE: Is this a hostile witness
10 to you?

11 MR. BERRY: I can only ask him questions
12 pursuant to subpoena according to this Settlement
13 Agreement, and he's required to avoid service of
14 process.

15 I don't know whether that makes him
16 hostile. That makes him less available.

17 MR. MOXON: There is no indication he's
18 to avoid service of process.

19 THE REFEREE: I'm trying to deal with the
20 facts as I see them.

21 So far I don't see hostility on the part
22 of the witness to answering the questions.

23 For the moment I don't believe that
24 leading questions are appropriate. You can always ask
25 them and see if they're going to get objected to. I

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1 would probably sustain the objections.

2 MR. BERRY: Thank you for your kindness.

3 MR. PARKER: Your Honor would not be
4 prohibiting the witness from responding to the
5 question?

6 THE REFEREE: No, I'm not.

7 Counsel can object if he wants to. Other
8 things being equal you should certainly try to conduct
9 this in a format that would make the result as useful
10 as possible.

11 I really haven't seen any sign that Mr.
12 Armstrong is unwilling to answer questions, however
13 put.

14 MR. PARKER: There is no reason to lead.

15 Q BY MR. BERRY: Mr. Armstrong, what
16 conversations, if any, did you have with Mr. Flynn
17 regarding conflicts between yourself and Mr. Flynn, if
18 any?

19 MR. MOXON: Objection, irrelevant.

20 THE REFEREE: Overruled. You can answer
21 that one.

22 A I don't recall that we ever discussed
23 conflicts.

24 And my recollection is that the first
25 time I saw the matter of conflicts was in this

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7 1 document. I believe this contains a waiver of, or at
2 least a recognition that there might be a conflict.

3 Q BY MR. BERRY: Aside from this document
4 here?

5 A I'm talking about Exhibit 4-H.

6 Q Aside from Exhibit 4-H was there any
7 other document regarding conflicts between you and Mr.
8 Flynn that you signed?

9 A I signed a fee agreement him with, but I
10 don't recall at this point if there was anything about
11 a conflict in there.

12 Q Was that --

13 When was that fee agreement signed?

14 A Sometime after this, although not long.
15 Within days of signing of the other documents.

16 Q Mr. Armstrong, you testified a few
17 minutes ago about an agreement being "reciprocal,"
18 correct?

19 A Right.

20 Q Were there any conversations with Mr.
21 Flynn regarding whether this agreement should be
22 reciprocal?

23 A Yes.

24 Q What were those conversations?
25 First of all, when were those

1 conversations held?

2 MR. MOXON: Objection, irrelevant as to
3 the stated relevance to Mr. Berry as to why Mr. Yanny
4 did what he did.

5 THE REFEREE: What's your thought Mr.
6 Berry?

7 MR. BERRY: Your Honor, if this agreement
8 is illegal, part of it's illegality is comprised of
9 its lack a reciprocity and therefore it's lack of
10 enforceability.

11 It's relevant to our drastic result
12 affirmative defense.

13 It's relevant to our justification
14 affirmative defense.

15 It's relevant to the entire circumstances
16 in which these agreements came to be made and came to
17 cause the very situation they have caused, which is
18 the silencing of witnesses and the unavailability of
19 attorneys.

20 THE REFEREE: They say whatever they say.
21 The agreements say whatever they say.

22 Are you seeking to inquire into the
23 inducement to execute the agreement?

24 Or the circumstances?

25 MR. BERRY: The circumstances of

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1 execution, because those circumstances bear very
2 heavily upon their enforceability and the reliance
3 that the organization based upon them to produce the
4 situation which is so apparent to this court now, or
5 to this litigation, in this litigation.

6 THE REFEREE: Alright, overruled. You
7 may answer.

8 MR. MOXON: Could we get some foundation
9 as to whether or not the witness told these matters to
10 Mr. Yanny?

11 Unless Mr. Yanny knows about the things
12 that the witness is testifying about, then they're
13 completely irrelevant.

14 It doesn't matter what the witness thinks
15 because it only goes to apparently Mr. Yanny's state
16 of mind.

17 MR. BERRY: I don't think we need that
18 foundation, Your Honor, because Mr. Yanny may have an
19 independent source for this type of knowledge.

20 And indeed, he has testified in Yanny I
21 that he was consulted regarding the execution of these
22 agreements while he was an organization attorney.

23 THE REFEREE: I don't see the necessity
24 for it, for the limitation at the moment. I'll not
25 require it.

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3
1 You can certainly explore it if you
2 choose to examine Mr. Armstrong.

3 A I spoke to Mr. Flynn, and I believe it
4 was December 5th -- the day prior to signing this
5 document -- 1986. And he gave me a copy of the
6 document to read at that time.

7 And when I read it, as I've stated, I was
8 shocked and heartsick by the form that the document,
9 it's comprehensiveness and what I considered then it's
10 unenforceability. It was absolutely impossible for me
11 to live by that document.

12 I brought up that fact with Mr. Flynn and
13 he said it's not enforceable. He said it many ways.
14 He said "it's not worth the paper it's printed on."
15 He used that language a number of times.

16 He stated to me that he had told the
17 organization lawyers that it's unenforceable, and that
18 even though he had told them that they were insisting
19 that the settlement would not occur unless that
20 language remained just as it is.

21 The only change I was able to get him to
22 get the organization to make concerned my artwork.

23 Q BY MR. BERRY: Now, you just testified
24 that you were shocked and heartsick when you saw the
25 draft of this agreement.

3
1 In fact, you refer to that in paragraph
2 12 of your declaration, correct?

3 A Yeah.

4 Q What do you mean that you were "shocked
5 and heartsick?"

6 A I had been involved in litigation from
7 1982. I had been involved with the organization since
8 1969.

9 I had put a lot of effort, a lot of time
10 and a lot of heart into that battle. And it just
11 seemed like it was a total betrayal of everything that
12 I had done up to then, everything I stood for,
13 everything I testified about. And that was how I
14 felt.

15 MR. MOXON: "Betrayal" by who?

16 Q BY MR. BERRY: Did you feel --

17 MR. MOXON: I object to the ambiguity of
18 the answer and unresponsiveness.

19 MR. GREENE: Save it for
20 cross-examination Mr. Moxon.

21 THE REFEREE: Thank you.

22 It's hard to say, hard to follow
23 everything that the witness said, but I do think it is
24 an answer. Let's go forward.

25 MR. BERRY: I was satisfied with it.

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1 MR. PARKER: I concur, it's hard to
2 follow what the witness said.

3 Q BY MR. BERRY: What did you mean by the
4 phrase the "battle" that you just referred to?

5 A Scientology, the organization, Hubbard,
6 the group at the top had considered me an enemy and
7 they had carried out a war campaign against me for,
8 from the time I left the organization.

9 I had, the suppressive person declare was
10 a piece of that action.

11 The lawsuit was another piece.

12 The assaults were another piece.

13 The threats were another piece.

14 The attempted criminal charges were more
15 pieces.

16 And I had looked forward to the peaceful
17 ending of the battle, and this was what I got instead.

18 MR. MOXON: Move to strike. Lack of
19 foundation.

20 THE REFEREE: I think there is enough
21 foundation.

22 Overruled.

23 Q BY MR. BERRY: Did you feel any pressure
24 to sign this agreement?

25 A A great deal.

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1 Q Referring to Exhibit 4-E?

2 A Yes.

3 Q Did you explain --

4 MR. MOXON: Objection.

5 Q BY MR. BERRY: Did you explain the
6 pressure?

7 MR. MOXON: Object, lack of foundation
8 that Mr. Yanny was informed about any of this.

9 If you want to lay a foundation that
10 Yanny was informed of these matters, that's one thing.

11 What this witness felt eight years ago
12 has no conceivable relevance to this lawsuit
13 otherwise.

14 MR. BERRY: In one regard it has every
15 relevance to the continued enforceability of this
16 document which requires us to take this discovery in
17 only this form.

18 THE REFEREE: Overruled. Go ahead.

19 A The threat, the pressure? I arrived in
20 Los Angeles from Boston knowing that the settlement
21 negotiations had been going on for a long time. Some
22 months. And when I arrived, that was the first time
23 that I saw the document.

24 By that time there were already a number
25 of other people, parties here, people with claims, who

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1 had already signed, other people were being flown in.
2 And it was told to me that everyone had agreed. And I
3 felt because I objected so strenuously to this thing
4 that I was positioned as a deal breaker.

5 And Flynn told me that he wanted
6 desperately out of the litigation, my other lawyers
7 wanted desperately out of the litigation. He
8 considered that his marriage had been ruined, his
9 wife's health had been ruined because of the nature of
10 the litigation, all the other witnesses on whom I
11 would later have to depend wanted out of the
12 litigation. And I was yelled at -- as I stated in
13 there -- because another one of the people desperately
14 wanted out of the litigation, a lot of people were
15 hurting financially. And so there was a great deal of
16 pressure.

17 Q BY MR. BERRY: Who yelled at you?

18 A Eddie Walters.

19 Q What was the nature of that exchange?

20 A That I was, that everyone wanted out of
21 the litigation and I was going to kill the deal for
22 everyone, and it was just my opinion and my objections
23 just didn't matter in this thing, it was bigger than I
24 was.

25 Q Did your objections seem to matter to Mr.

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9
1 Flynn?

2 A That was part of the difficulty was that
3 Flynn did not stick up for me at all. I think he
4 sympathized, I think that he -- he knew where I was
5 coming from.

6 Q In what manner didn't he stick up for
7 you?

8 A He didn't tell Eddie Walters to cool it.
9 He didn't go back to the organization and
10 say this is ludicrous.

11 He didn't send everybody else home and
12 say "bullshit, we're not going to settle with these
13 guys."

14 Q Was there the possibility of these people
15 settling without you?

16 A I was told not.

17 Q What would have happened if this
18 settlement had not taken place?

19 MR. MOXON: Objection, calls for opinion
20 and speculation.

21 A I can tell you what I was told.

22 THE REFEREE: The objection's sustained
23 this time.

24 Q BY MR. BERRY: Were you given any
25 information as to what would happen if the settlement

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1 didn't go down?

2 MR. MOXON: Objection.

3 Now he's calling for someone else's
4 opinion about speculation.

5 THE REFEREE: I don't know where this can
6 lead, but certainly this question can be answered yes
7 or no.

8 A The question was was I told anything?

9 Q BY MR. BERRY: Yes.

10 A Yes.

11 Q Who told you what would happen?

12 A Mike Flynn.

13 Q Anyone else?

14 A Eddie Walters, in that exchange.

15 Q Did Flynn tell you what would happen
16 before you signed this agreement?

17 A Yes.

18 Q What did he tell you?

19 A He said, among other things, all you'll
20 have to look forward to are more years of harassment
21 and misery, and everybody's going to be really upset
22 that it's not going to happen.

23 Q Did you have any understanding of what he
24 meant by "harassment and misery?"

25 A Yes.

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1 Q What was that understanding based upon?

2 MR. MOXON: Objection, irrelevant, calls
3 for speculation.

4 A Years of harassment and misery.

5 THE REFEREE: Overruled.

6 You can answer.

7 A I had been through a lot of years of
8 harassment from the organization.

9 Threats.

10 Q BY MR. BERRY: Would you describe the
11 threats and harassment that you went through over
12 those years?

13 MR. MOXON: Objection, irrelevant to this
14 lawsuit. Still hasn't tied any of this to this
15 lawsuit.

16 THE REFEREE: I think we have enough
17 here. I'll sustain the objection to this line.

18 MR. BERRY: I would argue, Your Honor,
19 that it's relevant to the enforceability of this
20 agreement.

21 THE REFEREE: Well --

22 MR. BERRY: Certainly the circumstance in
23 which it was executed, including his years of
24 harassment and threats, may constitute duress.

25 THE REFEREE: There is no indication you

1 aren't going to be able to elicit this in another way
2 at another time.

3 The objection's sustained.

4 Q BY MR. BERRY: Did you have -- withdrawn.
5 To your knowledge did Mr. Flynn sign his
6 own agreement with the organization?

7 A The knowledge that I have is just him
8 telling me.

9 I did not see his agreement.

10 Q Did Mr. Flynn give you any information as
11 to any of the provisions of that agreement?

12 A Yes.

13 Q What information did Mr. Flynn give you?
14 MR. MOXON: I object, I understood that
15 we were moving on to another subject.

16 MR. BERRY: This is another subject. It
17 is the subject of attorneys agreeing not to ever
18 represent the organization on behalf of anyone,
19 anywhere, ever again.

20 It's highly relevant to our affirmative
21 defenses.

22 THE REFEREE: It may well be, but it's on
23 the periphery of what we covered.

24 You can answer.

25 A He did tell me at that time, and he

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10 1 subsequently told me on many occasions that he agreed
2 to not represent anyone in any action against the
3 organization.

4 And it came down to as specific as his
5 being unwilling to give me a declaration to assist me
6 in my own litigation because of a specific agreement
7 with the organization.

8 Q BY MR. BERRY: Did he give you this
9 information prior to you signing your Settlement
10 Agreement?

11 MR. MOXON: Objection, it's outside the
12 scope of what we're dealing with here. There is no
13 foundation.

14 THE REFEREE: Overruled.

15 You can answer.

16 A I did not know the extent of it when I
17 signed because what he advised me at that point was
18 that in the event that anything happened he would
19 still be there to defend me.

20 So I had an idea that he was getting out
21 of the Scientology litigation business and would not
22 be taking any other clients. But not that this was
23 going to infer specifically to me as it has turned
24 out.

25 I also knew that I pretty well was

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1 accepting by going through with the signing, that I
2 was going to be on my own at some point.

3 Q BY MR. BERRY: When did Mr. Flynn refuse
4 to give you a declaration to use in your own
5 litigation?

6 A This past month or two.

7 MR. MOXON: Can I ask that the last
8 answer be read back prior to that one?

9
10 (The record was read as follows:

11 A I did not know the extent
12 of it when I signed because what he
13 advised me at that point was that in the
14 event that anything happened he would
15 still be there to defend me.

16 So I had an idea that he was
17 getting out of the Scientology litigation
18 business and would not be taking any
19 other clients. But not that this was
20 going to infer specifically to me as it
21 has turned out.

22 I also knew that I pretty well was
23 accepting by going through with the
24 signing, that I was going to be on my own
25 at some point.)

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1 Q BY MR. BERRY: Did you have a reaction
2 when Mr. Flynn refused to execute the declaration on
3 your behalf within the last month? -

4 MR. MOXON: Objection, irrelevant to this
5 case.

6 Lack of foundation, that Yanny knows
7 about any of this reaction, even if it was relevant.

8 THE REFEREE: Sustain this one.

9 A (No response)

10 Q BY MR. BERRY: How did you feel when Mr.
11 Flynn refused to sign a declaration on your behalf?

12 MR. MOXON: Same objection.

13 Also calls for an opinion and a feeling
14 which is not in evidence.

15 MR. BERRY: It goes to whether Mr. Flynn
16 made any misrepresentations to this client regarding
17 the execution of this agreement which one's agreeing
18 would go to enforceability of this agreement and our
19 ability to go outside this room for interviewing this
20 witness.

21 MR. MOXON: How Mr. Armstrong felt?

22 MR. BERRY: Yes.

23 If he felt Mr. Flynn was going to be
24 there for him and suddenly he wasn't there for him
25 when he executed a declaration, that would be relevant

1 to his reliance on Mr. Flynn's representations.

2 THE REFEREE: Sustained.

3 Let's take a ten minute break folks.

4
5 (Recess taken.)

6
7 MR. BERRY: Back on the record.

8 Q BY MR. BERRY: Mr. Armstrong, turning to
9 Exhibit 4-J of the Indemnity Agreement?

10 A (Complying)

11 Q What were the circumstances that led to
12 the execution of that agreement?

13 MR. GREENE: Objection, no foundation.

14 A (No response)

15 Q BY MR. BERRY: Mr. Armstrong, have you
16 seen Exhibit 4-J before?

17 A Yes.

18 Q When was the first occasion in which you
19 saw it?

20 A It was in the Scientology organization.
21 It was in a document entitled "settlemental appendix"
22 which was filed in the court of appeal by the
23 Scientology organization at the end of 1989, in the
24 appeal that they took from the Breckenridge 1984
25 decision.

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1 Q Prior to that time had you any knowledge
2 of its existence?

3 A No.

4 Q Turning back to Exhibit 4-E, page 11?

5 A (Complying)

6 Q Paragraph 17, at the very last sentence
7 of that paragraph at the foot of 18, you refer to the
8 "charade of a videotaped signing."

9 What do you mean by that?

10 MR. MOXON: Objection, irrelevant.

11 A There was such --

12 THE REFEREE: Excuse me. Overruled.

13 You can answer.

14 A It was such a big production, the
15 videotaping of this document that Michael Flynn, my
16 lawyer, had advised me was unenforceable. Even though
17 I understood it to be unenforceable, the document was
18 still repulsive to me.

19 And I had to, I put on -- I agreed to go
20 through it. I saw the whole thing as a charade. And
21 I did, I put on a happy face.

22 Q BY MR. BERRY: Why did you feel you had
23 to?

24 A It seemed that there were so many people
25 depending on me, and it was also I considered an olive

1 branch from my side in the hope that the organization
2 would do what Flynn was representing to me they were
3 going to do, that was get out of the litigation
4 business.

5 Q Where did the videotaping take place?

6 A It was in a hotel in Westwood I believe.

7 Q Who was present?

8 A Mike Flynn.

9 Larry Heller.

10 Mike Sutter.

11 And somebody else I didn't know. The
12 videotaping person I don't think I knew.

13 Q You mentioned Mr. Heller, correct?

14 A Right.

15 Q Have you had subsequent dealings with Mr.
16 Heller?

17 A Yes.

18 Q How did you come to have subsequent
19 dealings with Mr. Heller?

20 MR. MOXON: Objection.

21 Q BY MR. BERRY: Who is Mr. Heller?

22 A He's a lawyer for the organization.

23 Q How have you come to have subsequent
24 dealings with him?

25 MR. MOXON: Objection, irrelevant Your

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1 Honor. He hasn't tied this to Yanny's knowledge of
2 anything concerning these agreements.

3 Lacks foundation also. -

4 THE REFEREE: What's the connection here
5 Mr. Berry?

6 MR. BERRY: The connection here is that
7 it appears that this Settlement Agreement has been
8 used by Mr. Heller as a means to try and silence this
9 witnesses testimony, despite its terms which permit
10 him to give evidence under subpoena.

11 That is relevant to the organization's
12 behavior both to this witness and to the judicial
13 system in general, as reflected in a 9th affirmative
14 defense of illegality.

15 THE REFEREE: Your question was what
16 direct contacts did the witness have with Mr. Heller?

17 MR. BERRY: What circumstance, and then
18 I'll follow up with what Mr. Heller told and said to
19 Mr. Armstrong.

20 MR. MOXON: That's irrelevant with
21 respect to this case. What has that got to do with
22 Mr. Yanny's state of mind?

23 He hasn't tied any of this to what Mr.
24 Armstrong has told Mr. Yanny or how Mr. Yanny might
25 have learned what this witness felt or knew or had to

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1 do with Mr. Heller, or the agreements or anything
2 else. It's completely -- there is a substantial lack
3 of foundation for all of these questions.

4 THE REFEREE: I think part of Mr. Yanny's
5 theory, if I understand it, is he seeks to prove a
6 defense in the nature of necessity and some kind of
7 pattern of conduct.

8 So overruled, and you may answer.

9 MR. MOXON: I understand that defense
10 that he's raised. But what Mr. Berry has not done is
11 indicate that this witness imparted any of his
12 knowledge he's just testified about -- for the last
13 half hour -- to Mr. Yanny.

14 Without that knowledge being imparted to
15 Mr. Yanny, whatever happened anywhere is completely
16 irrelevant to Mr. Yanny's state of mind.

17 MR. BERRY: I would ask Mr. Moxon, that
18 he have the courtesy to make his objections and let
19 them lie.

20 During his examination we made our
21 objections and then let them lie for the trial court
22 to determine.

23 THE REFEREE: Thank you.

24 But anyway, the objection's overruled and
25 you may answer.

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11 1 A I received a deposition subpoena in the
2 case of Bent Corydon versus Scientology. And I was
3 called after receiving the subpoena by Larry Heller.
4 And there were three telephone calls from Mr. Heller
5 during October and November of 1989.

6 And during that series of telephone calls
7 he threatened me a couple of times, I believe three
8 times, with lawsuits if I were to testify about my
9 experiences in the organization.

10 He mentioned specifically on the Hubbard
11 archives post and he mentioned specifically Hubbard
12 misrepresentations. For example, that he was a
13 nuclear physicist. Mr. Heller said if I were to
14 testify about that that that would be a breach of the
15 Settlement Agreement and that I would be sued. Mr.
16 Heller wanted me to refuse to answer any questions in
17 a deposition and force the Corydon side to bring a
18 motion to compel.

12 19 He further said that if they were awarded
20 sanctions as a result of my refusal to testify that
21 the organization would pay the sanctions.

22 He also offered to have a lawyer
23 represent me. And he wanted to -- I asked if it could
24 be a lawyer of my choice and he said okay, "as long as
25 the lawyer did what they wanted. What they wanted was

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1 refusal to answer pursuant to subpoena ..

2 Q BY MR. BERRY: Did anything happen as a
3 result of those conversations that you had with Mr.
4 Heller?

5 A I then -- well, Mr. Heller filed a
6 document in the Corydon case attempting to stop the
7 deposition from going forward.

8 And I prepared a declaration which laid
9 out all of the conversations that I had with Mr.
10 Heller, and took the position at that point that I had
11 to oppose the Settlement Agreement and I had to take a
12 stand against what the organization was doing.

13 Q Did a deposition take place?

14 A Yes.

15 Q Did anything happen at that deposition
16 that seemed to relate back to these conversations?

17 MR. MOXON: I have a continuing
18 objection, lack of foundation of Yanny's knowledge of
19 any of this, which is the only conceivable relevance.

20 THE REFEREE: I will note the objection.
21 Go ahead.

22 A The deposition went forward and I was not
23 sued as a result of the testimony that I gave.

24 Q BY MR. BERRY: Was Mr. Heller present at
25 that deposition?

12 1 A I believe he was.

2 Q Were you represented by your own attorney

3 at that deposition?

4 A No.

5 Q Was someone representing you?

6 A At that time?

7 Q Yes.

8 A (No response)

9 Q Did an attorney appear at that deposition

10 to represent your interests?

11 A I don't believe so.

12 Q Did any attorney at that deposition give

13 you instructions as to whether you should or should

14 not ask questions?

15 MR. MOXON: Answer.

16 A Not on my behalf in any case.

17 Q BY MR. BERRY: On someone else's behalf?

18 A I don't recall if I was instructed at

19 that time not to answer or whether or not there was,

20 my answers were simply objected to. I would have to

21 look at the transcript.

22 Q Did there come a time when you were

23 instructed not to answer questions by an organization

24 attorney?

25 MR. MOXON: Continuing objection to the

1 relevance and lack of foundation to this case.

2 THE REFEREE: Whether he was instructed
3 by an organization attorney, I'm going to sustain the
4 objection to that. I don't really see the point to
5 that.

6 Obviously the organization people didn't
7 want him to testify. But let's go forward.

8 Q BY MR. BERRY: Referring to paragraph 22
9 of your declaration, Exhibit 4-E, why did you consider
10 that you were "being blackmailed," as referred to in
11 that paragraph?

12 A This was a dream which I had in 1985.
13 And I had written it down and sent it to a person who
14 I thought was a friend at that time. And he later
15 advised me that the organization was stealing his
16 mail. And they had this document and they had filed
17 it in my case in L.A. Superior Court.

18 And then in 1988 when Bent Corydon had
19 been successful in bringing a motion to unseal the
20 Armstrong court file, and gain access to it -- and I
21 was called at that time by Michael Flynn and he told
22 me at that time that an organization lawyer had called
23 him and said that this dream was going to come out,
24 and that they wanted me to oppose the unsealing of the
25 court file, otherwise this dream was going to come

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1 out.

2 The dream itself was actually in its own
3 sealed envelope within this greater body of the,
4 greater body of the court file. So I don't think it
5 would have been specifically unsealed.

6 However, that threat was made at that
7 time. And I considered it blackmail because it is a
8 fairly embarrassing recitation of a dream.

9 Q Did Mr. Flynn tell you who the lawyer was
10 that had called him in this regard?

11 A I think Michael Lee Hertzberg.

12 Q Do you have any knowledge as to who Mr.
13 Michael Lee Hertzberg is?

14 A Yes.

15 Q Who is he?

16 A He's an organization lawyer known to me.

17 Q Mr. Armstrong, to your knowledge have you
18 been under surveillance since executing the Settlement
19 Agreement that we have just been discussing?

20 MR. MOXON: Objection, irrelevant.

21 THE REFEREE: Overruled.

22 You may answer.

23 A There have been times when I have
24 positively identified surveillance since the
25 settlement.

1 Q BY MR. BERRY: Can you list times on
2 which that occurred?

3 A For sure in August this past year, August
4 and into September.

5 Q On what do you base your understanding
6 that, or your belief that surveillance was occurring?

7 A I was able to observe the use of video
8 cameras, and I also have seen some of the fruits of
9 the surveillance. It was included in documents filed
10 by the organization.

11 Q What were those "fruits of surveillance"
12 as you call them?

13 MR. MOXON: Continuing objection of
14 irrelevance to this case and what it has to do with
15 these issues has not been revealed as to any of the
16 defenses that are at issue in this case.

17 THE REFEREE: Overruled. Let's go
18 forward.

19 A They included photographs of me and they
20 included declarations authored by private
21 investigators covering a period of time in August of
22 last year.

23 Q BY MR. BERRY: Showing you next in order,
24 I think it's --

25 Do they appear to be photocopies of

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13 1 photographs of that surveillance taken of you?

2 A Yes.

3 Q You assume that occurred within the last
4 two years?

5 A Yes.

6 Q Any other occasions that you can remember
7 surveillance occurring on?

8 MR. MOXON: In his lifetime?

9 Q BY MR. BERRY: Within the last two years?

10 MR. MOXON: Objection as to relevance to
11 this case.

12 THE REFEREE: Same ruling.

13 A I have, what I called, picked up
14 surveillance, but I have never made --

15 Well no, I was photographed on another
16 occasion approximately three weeks ago. That was a
17 positive identification.

18 There have been other instances where I
19 have picked up surveillance but I have not made
20 positive identifications.

21
22 (The document referred to was
23 marked by the CSR as Exhibit 4-K for
24 identification and attached to and
25 made a part of this deposition.)

13 1 MR. BERRY: Showing you what I will have
2 marked as Exhibit 4-L.

3
4 (The document referred to was
5 marked by the CSR as Exhibit 4-L for
6 identification and attached to and
7 made a part of this deposition.)
8

9 Q BY MR. BERRY: Do you recognize this
10 document?

11 A Yes.

12 Q How do you recognize this document?

13 A I wrote it and signed it.

14 Q Was it written and signed on or about
15 August 21, 1991, the date on there?

16 A Yes.

17 Q Will you explain the circumstances that
18 led to the writing of that letter?

19 MR. MOXON: Objection, calls for a
20 narrative.

21 THE REFEREE: You can answer that.
22 Briefly.

23 A The circumstances are exactly as
24 described in the document itself.

25 I was then working at Mr. Greene's office

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1 and became aware of private investigators, and
2 identified them as I've stated here.

3 Q BY MR. BERRY: Showing you a document
4 I'll ask to be marked as Exhibit 4-M, entitled " On
5 Control and Lying," have you seen that document
6 before, or a document such as that before?

7 MR. MOXON: Objection, lack of
8 foundation.

9 Irrelevance to this case.

10 MR. BERRY: I'm trying lay the
11 foundation, Your Honor.

12 THE REFEREE: Go ahead.

13 A I have only seen this document in the
14 last couple of years.

15
16 (The document referred to was
17 marked by the CSR as Exhibit 4-M for
18 identification and attached to and
19 made a part of this deposition.)
20

21 Q BY MR. BERRY: Do you have a belief as to
22 where the document originated?

23 MR. MOXON: Objection, calls for an
24 opinion.

25 Lack of foundation as to what his belief

13 1 could be as to this.

2 THE REFEREE: First you can say yes or
3 no, then you can see if there is anything to it, what
4 the foundation might be.

5 Q BY MR. BERRY: Mr. Armstrong, in the
6 course of your experience with the organization did
7 you come to see many different organization documents?

8 A Yes.

9 Q In the course of -- withdrawn.
10 Does this appear to you to be an
11 organization document or a copy of an organization
12 document?

13 A It appears to be.

14 MR. MOXON: Lack of foundation.
15 Objection.

16 THE REFEREE: Overruled.

17 Go ahead.

18 Q BY MR. BERRY: Do you have any knowledge
19 of the statement "the only way you can control people
20 is to lie to them?"

21 MR. MOXON: Objection, that's ambiguous.

22 THE REFEREE: Sustained.

23 Q BY MR. BERRY: In connection with
24 Scientology do you have any knowledge of the statement
25 "the only way you can control people is to lie to

000785

1 them?"

2 A I did not see that, not that I recall in
3 any case, specifically stated in documents that I saw.

4 Q Did you hear any discussions while you
5 were in Scientology as to that statement or statements
6 to that effect?

7 MR. MOXON: Objection, the witness has
8 indicated he doesn't have any such knowledge, so the
9 foundation has not been laid here for anything
10 regarding this document or this statement.

11 THE REFEREE: You never saw that
12 anywhere?

13 Did you ever hear that anywhere?

14 A I have some knowledge with regards to the
15 subject of lying as it was applied pursuant to policy
16 in the organization.

17 Q BY MR. BERRY: What is that knowledge?

18 A That was that people were drilled to lie.
19 It was expected that they lie.

20 Hubbard created the concept called an
21 acceptable truth, which was in essence a way of lying.
22 I myself drilled people, I instructed people, trained
23 them in the procedure of lying.

24 Q What do you mean by "drilled people?"

25 A We created what were called short stories

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13 1 which were covers or lies that one had to adopt.

2 And the drilling took the form of running
3 them through what their cover was, what their short
4 story was, and then asking them questions about their
5 short story and then getting more detailed and more
6 invasive to make sure that the short story and the
7 cover would hold up.

8 Q Why was it necessary to have a short
9 story?

14 10 A Because of the idea that the truth of who
11 we were and what we were up to and what our policies
12 actually were was too damaging.

13 Q So can you describe what some of these
14 short stories were?

15 A For example --

16 MR. MOXON: Can I have a continuing
17 objection?

18 He hasn't laid any of the foundation for
19 any conceivable relevance to this case, even if any of
20 this was remotely true.

21 THE REFEREE: What's the point of going
22 into specifics here?

23 MR. BERRY: Your Honor, it's relevant to
24 the credibility of witnesses that the organization may
25 drill on this matter if there is such a drilling

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14 1 process in effect.

2 THE REFEREE: I don't know that examples
3 would add anything particular, so the objection's
4 sustained.

5 Q BY MR. BERRY: When you left the
6 organization was that drilling procedure still being
7 carried out to the best of your knowledge?

8 MR. MOXON: Objection.

9 By referring to the question he's asking
10 him if he knows something happened after he was no
11 longer in a position to know.

12 THE REFEREE: Sustained, just as to form.

13 A (No response)

14 Q BY MR. BERRY: At the time you left the
15 organization was the practice still being carried out?

16 MR. MOXON: Same objection. Same
17 question.

18 THE REFEREE: It's a different question
19 and a different ruling.

20 You may answer that.

21 A Yes.

22 Q BY MR. BERRY: Have you been subject to
23 the application of the fair game doctrine since you
24 signed your Settlement Agreement?

25 MR. MOXON: Objection, lack of

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1 foundation, that there is any such doctrine.

2 MR. BERRY: We had extensive testimony,
3 Your Honor, last session on the fair game doctrine.

4 THE REFEREE: We had some testimony, for
5 whatever it amounted to.

6 So you may answer.

7 MR. MOXON: I also have an objection as
8 to relevance to this case.

9 It's still not asserted that Yanny knows
10 anything about that.

11 THE REFEREE: Your objection is noted.
12 Go ahead.

13 A Yes.

14 Q BY MR. BERRY: What do you base your
15 belief upon, or perhaps -- withdrawn.

16 Can you give me some examples of the use
17 of the fair game doctrine against you since you signed
18 your Settlement Agreement?

19 A The use of the materials from the
20 Armstrong case, itself in violation of the sealing
21 orders by the organization.

22 The charges made in various courts that
23 I'm a provocateur of the U.S. Government.

24 Knowingly perjured declarations by
25 organization operatives or lawyers concerning me and

000789

14 1 my activities.

2 The surveillance itself.

3 The concocting of the attack on Joe Yanny
4 using this non-existent representation.

5 The lawsuit that -- the motion to
6 enforce.

7 And the lawsuit to enforce up in Marin
8 County.

9 Q Turning your attention back to Exhibit
10 4-E, on page 12, paragraph 28, you refer to being --
11 you refer to a "Dead agent pack."

12 What do you mean by that?

13 A Which page?

14 Q Page 12.

15 A A "dead agent" is a concept created by
16 Hubbard in which an agent who is supposedly spreading
17 stories about you, a lie, an untruth in his story, is
18 found. And that is documented.

19 And then that documented fact is
20 circulated to all of the people to whom the agent has
21 communicated, and then he will become essentially
22 dead, he will be killed by those people who have
23 earlier trusted him. So you've destroyed his
24 credibility and as an agent he is dead.

25 And this pack of materials was a dead

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1 agent pack put out to dead agent Bent Corydon. Bent
2 Corydon had written a book about Hubbard, and this is
3 a pack of materials to discredit Bent Corydon.

4 Q Are you aware of any other dead agent
5 packs that have been issued by the organization?

6 A With regard to me?

7 Q With regard to anyone?

8 A I saw a number of dead agent packs inside
9 the organization.

10 And I have become aware of dead agent
11 materials which the organization has created about me
12 since the settlement. But as yet I do not have them.

13 Q Is a dead agent pack anything akin to the
14 B-1 intelligence pack?

15 MR. MOXON: Objection, lack of
16 foundation.

17 THE REFEREE: Sustained as to form.

18 A (No response)

19 Q BY MR. BERRY: What is the B-1
20 intelligence pack?

21 A That is a manual for training
22 intelligence personnel in the organization.

23 MR. MOXON: Move to strike. Lack of
24 foundation.

25 THE REFEREE: How do you know that?

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14 1 THE WITNESS: I had possession of the
2 pack inside the organization, and I had possession of
3 the pack after I obtained a copy of the B-1-manual, or
4 the intelligence hat pack at my deposition in the
5 Corydon case.

6 Q BY MR. BERRY: What sort of things are in
7 the B-1 intelligence manual?

8 MR. MOXON: Objection, relevance to this
9 case, still not tied together.

10 There is nothing here that's relevant to
11 this case.

12 THE REFEREE: Overruled.

13 You can answer.

14 A There are a number of Hubbard policies on
15 intelligence and related activities, and there are
16 policies and orders relating to specific aspects of
17 intelligence.

18 It's a pack of probably a couple of
19 hundred orders and policies.

20 Q BY MR. BERRY: Can you remember any of
21 those orders and policies?

22 A Yes.

23 Q Can you give us some examples of those
24 orders and policies?

25 MR. MOXON: Objection, irrelevant.

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1 THE REFEREE: You can give some examples,
2 then let's go forward.

3 A Hubbard's policy called "the war."

4 One called "terror stalks."

5 There is a list of Hubbard recommended
6 intelligence books.

7 There is instructions on bugging,
8 burglary.

9 There are, there is a document called
10 "List of Successful and Unsuccessful Actions."

11 Those are all that come to mind right
12 now.

13 Q BY MR. BERRY: What would the ones on
14 bugging and burglary describe?

15 MR. MOXON: Objection, irrelevant.

16 Lack of foundation.

17 THE REFEREE: Well, one more time. You
18 can answer.

19 MR. MOXON: No assertion in this case,
20 Your Honor, that anything this witness believes, his
21 opinions or whatever he thinks has happened 20 years
22 ago has any conceivable relevance to this case.

23 THE REFEREE: Thank you.

24 You may answer.

25 A The one, a bugging describes methods of

15 1 bugging, infinity transmitters, direct wire bugging or
2 coil pick ups.

3 Phone bugging.

4 MR. BERRY: Showing you Exhibit 4-M.

5
6 (The document referred to was
7 marked by the CSR as Exhibit 4-N for
8 identification and attached to and
9 made a part of this deposition.)
10

11 Q BY MR. BERRY: Entitled "INT Batting, The
12 Strike," would that be a document from the B-1
13 intelligence pack?

14 MR. MOXON: Object to the form of the
15 question. If something would or would not be.

16 THE REFEREE: Sustained just as to form.

17 Q BY MR. BERRY: Is that a document from
18 the B-1 intelligence pack?

19 MR. MOXON: Objection, lacks foundation.
20 Lack of relevance.

21 THE REFEREE: The answer?

22 A I have seen this.

23 I don't think that the copy I had had the
24 notations on the bottom. But it is a policy from the
25 B-1 hat pack.

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1 MR. BERRY: I'm showing you Exhibit 4-0.

2 MR. MOXON: Move to strike the last
3 answer as lack of foundation. -

4 THE REFEREE: It's in.-- for whatever
5 it's worth.

6

7 (The document referred to was
8 marked by the CSR as Exhibit 4-0 for
9 identification and attached to and
10 made a part of this deposition.)

11

12 Q BY MR. BERRY: With regard to the last
13 document, 4-N, did I correctly hear you to say that
14 you had seen that and it was part of the hat pack?

15 A Right.

16 Q Showing you 4-0, which is a letter dated
17 May, appears to be a letter dated 20 May, 1975,
18 addressed to "Dear Michael," have you seen that
19 document before?

20 A Yes.

21 MR. MOXON: Objection, lack of relevance
22 to this case.

23 Q BY MR. BERRY: Could you describe what
24 that document is?

25 MR. MOXON: Your Honor, we could go

1 through hundreds of documents.

2 How they have any conceivable relevance
3 to this case has not been explained by Mr. Yanny's
4 counsel.

5 THE REFEREE: I'm sure there comes a time
6 when they can't have anything but a cumulative effect.

7 What is this?

8 MR. BERRY: That appears to be a document
9 describing how one can carry out burglaries and
10 breaking and entries which is part of our 9th
11 affirmative defense of illegality.

12 THE REFEREE: Illegality of what?

13 MR. BERRY: Illegality of conduct by this
14 organization that would preclude it from the equitable
15 relief they seek in this litigation.

16 MR. MOXON: They're claiming something
17 happened in 1975 that Mr. Yanny knew of.

18 But if something happened in 1975 that
19 was allegedly illegal by a former client, it permits
20 him to breach the client's attorney-client
21 responsibilities 15 years later? That's ridiculous.

22 THE REFEREE: Thank you.

23 The objection's sustained.

24 A (No response)

25 Q BY MR. BERRY: Mr. Armstrong, are you

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1 aware of any acts of fair game as against Mr. Yanny?

2 A I think, at least what comes to mind
3 right now?

4 THE REFEREE: First, yes or no.

5 A Yes.

6 MR. MOXON: Objection, lack of
7 foundation.

8 THE REFEREE: Let's go into the
9 foundation.

10 Q BY MR. BERRY: What's the basis of your
11 knowledge as to acts of fair game by the organization
12 against Mr. Yanny?

13 A I consider this lawsuit which involves me
14 an act of fair game.

15 Q Do you have knowledge as to the use of
16 lawsuits as part of the fair game doctrine?

17 A Yes.

18 Q What is that knowledge?

19 A It is right within the fair game policy
20 to sue people who are declared enemies of the
21 organization.

22 I am familiar with the organization's use
23 of the law to harass and manipulation of the courts in
24 attacking what they consider are enemies, using the
25 judicial system.

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15 1 MR. MOXON: Objection, move to strike,
2 lack of foundation.

3 Q BY MR. BERRY: What's the basis of your
4 knowledge in that regard?

5 A I have been personally involved in
6 litigation with them since 1982.

16 7 I saw attacks on, legal attacks on
8 myself, legal attacks on Michael Flynn, legal attacks
9 on Ford Greene, and the threat of litigation against a
10 number of my friends and associates.

11 Q While you were within the organization
12 did you acquire any knowledge as to the use of the law
13 as an instrument of harassment?

14 MR. MOXON: Objection, lack of
15 foundation.

16 Irrelevant to this case.

17 THE REFEREE: Overruled.

18 You may answer.

19 A I was aware of it.

20 I was not, myself, directly involved in
21 Scientology litigation inside the organization.

22 MR. MOXON: I move to strike. Lack of
23 foundation.

24 THE REFEREE: Well, a little more follow
25 up.

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1 Q BY MR. BERRY: How did you become aware
2 of it while you were within the organization?

3 MR. MOXON: Objection, ambiguous.

4 Q BY MR. BERRY: How did you become aware
5 of the use of the law as an instrument of harassment
6 while you were within the organization?

7 A I became aware of actions taken against
8 Paulette Cooper in which there was an attempt to have
9 her locked up.

10 I became aware of attempted use of the
11 law against Jean Allerd inside the organization. And
12 I was aware of the fair game policy itself.

13 MR. MOXON: Move to strike the entire
14 answer.

15 Lack of foundation, alleged awareness of
16 something. No foundation.

17 THE REFEREE: Well, in what capacity did
18 you become aware of this? Or how did you become
19 aware?

20 THE WITNESS: I first became aware of the
21 fair game policy when I was in the port captain's
22 office on board the ship, 1971 and 1972.

23 And I had the fair game policy at that
24 time in our PR and legal files.

25 And I also had our public relations

5
1 answer to fair game in those files.

2 MR. MOXON: Move to strike.

3 He hasn't responded, laid any foundation
4 for any of that alleged litigation.

5 THE REFEREE: Had you finished?

6 MR. MOXON: Yes I have Your Honor.

7 I suggest if Mr. Berry can't lay any
8 foundation for it -- I know the court is trying to be
9 helpful, but I don't know that it would be appropriate
10 for the court to try to lay the foundation for Mr.
11 Berry.

12 THE REFEREE: That's a fair comment.

13 So far I'll sustain the objection.

14 Q BY MR. BERRY: Did you yourself see the
15 fair game policy in the PR legal files?

16 A Yes.

17 Q Was it the same policy that you have
18 described earlier in this deposition as being the fair
19 game policy?

20 A Yes.

21 Q Did you yourself see the PR response in
22 those files?

23 A Yes.

24 Q What was the PR response?

25 A That we will cease to use the term "fair

000800

1 game."

2 Q Was there an exception to that PR
3 response?

4 A Nothing really changed.

5 People continued to be declared
6 suppressive persons, and the policy stated that
7 nothing changed the way that suppressive persons would
8 be handled, dealt with.

9 Q Did you acquire any specific knowledge
10 with regard to the Alleard case while you were with
11 the the organization?

12 MR. MOXON: Objection, irrelevant.

13 MR. BERRY: I'm laying a foundation.

14 MR. MOXON: Any knowledge he acquired as
15 to a case which occurred in the very early sixties,
16 more than 10 years before Yanny represented the
17 Church, doesn't have any conceivable relevance.

18 THE REFEREE: I think there is enough
19 foundation now. Let's don't get any more specific.

20 MR. MOXON: This whole line of
21 questioning is completely irrelevant. We're just
22 wasting our time.

23 Q BY MR. BERRY: The basis for your
24 experience, Mr. Armstrong, do you have a belief as to
25 whether Mr. Yanny is considered by the organization to

1 be a suppressive person?

2 A Yes.

3 Q What's the basis of that belief?

4 MR. MOXON: I also object, this was
5 something that was gone over in excruciating detail
6 with Judge Cardenas, and he has completely objected to
7 all of this. In the first trial he threw all this
8 out.

9 Apparently Mr. Berry wants it for some
10 other purpose or Mr. Greene for some other purpose or
11 Mr. Yanny for some other purpose in representing the
12 Aznarans. I don't know what it is. But paying the
13 court to get this information is --

14 MR. BERRY: If Mr. Moxon will stipulate
15 to the res judicata effect of Yanny I we might have
16 something to talk about.

17 I guess he's not. Then this is another
18 case, it's time.

19 THE REFEREE: It's the same judge, but --

20 MR. MOXON: I'm going to stipulate
21 anything that is res judicata in Yanny I is res
22 judicata in this case.

23 THE REFEREE: Alright fellas.

24 You may ask the question. You may answer
25 the question.

15 1 A I consider that the organization
2 considers Yanny a suppressive person and they act
3 accordingly.

4 MR. MOXON: Move to strike, double
5 opinions of other persons.

6 Lack of foundation.

7 THE REFEREE: It's his opinion for
8 whatever it's worth.

17 9 Q BY MR. BERRY: What's the basis of your
10 opinion?

11 A The way that they -- my long history in
12 the organization in which I became intimately familiar
13 with, knowledgeable of the concept of suppressive
14 persons and the way they are considered and dealt
15 with.

16 And my knowledge of what the organization
17 is doing in this case with regards to Yanny and me.

18 Q What is the source of your knowledge as
19 to the manner in which suppressive persons are dealt
20 with?

21 A There are written policies on the
22 subject.

23 There have been parts of books written by
24 Hubbard on the subject.

25 And then there is the body of secret

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1 unpublished works in Scientology on the subject.

2 Q What are the secret unpublished works on
3 the subject?

4 A Those are operations, programs.

5 MR. MOXON: Objection, lack of
6 foundation.

7 THE REFEREE: Overruled.

8 A Programs and operation, very specific
9 targets of acts to be carried out against suppressive
10 persons.

11 MR. MOXON: Objection, the witness is
12 hallucinating.

13 Move to strike, lack of foundation.

14 THE REFEREE: You can go ahead.

15 In fact, I think we're going to take a
16 five minute break.

17

18 (Recess taken.)

19

20 MR. BERRY: Back on the record.

21 Q BY MR. BERRY: Mr. Armstrong, do you
22 recall any specific targets that you just referred to?

23 MR. MOXON: Objection, irrelevant.

24 THE REFEREE: Targets of what?

25 MR. BERRY: The witness was testifying

17
1 about the basis for his knowledge of fair game and
2 articles, books, recently the secret unpublished work.
3 He referred to specific targets.

4 THE REFEREE: Well, I'll cut this short
5 early on in the, something in the nature of 352
6 grounds.

7 He's testified to the existence of the
8 concept that in his work experience it exists and that
9 he believes it's directed at Mr. Yanny.

10 Let's go to another area.

11 Q BY MR. BERRY: Just one final question.
12 Do you have knowledge of lawsuits being
13 filed by the organization without any real basis?

14 MR. MOXON: Objection, lack of
15 foundation.

16 THE REFEREE: First, yes or no.

17 A Yes.

18 Q BY MR. BERRY: What's the basis of that
19 knowledge?

20 MR. MOXON: Objection. It's his opinion.

21 THE REFEREE: What the basis of your
22 knowledge or opinion, whatever it turns out to be?

23 A This lawsuit here in which Yanny has
24 never represented me and I have stated from the get go
25 he has never represented me.

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1 Not even the people who have supposedly
2 verified the complaint have not come forward with one
3 instance in which he has represented me. And it
4 continues, and this is a perfect example of a
5 manufactured lawsuit out of whole cloth.

6 MR. BERRY: I have no other questions.

7 MR. MOXON: I do.

8 MR. GREENE: I trust they won't be the
9 products of your hallucinations.

10 THE REFEREE: Now gentleman.

11
12 EXAMINATION
13

14 BY MR. MOXON:

15 Q Mr. Armstrong, did you have any
16 communications with Mr. Berry prior to your deposition
17 concerning what questions you would be asked at your
18 deposition?

19 A No.

20 Q Did you have any communications with
21 anyone as to what questions you would be asked at this
22 deposition?

23 MR. GREENE: Objection to the extent that
24 any answer would impinge on the attorney-client
25 communication between Mr. Armstrong and I.

FLAG CONDITIONS ORDER 8064R

18 February 1982
Revised 22.4.82

SUPPRESSIVE PERSON DECLARE

GERRY ARMSTRONG

GERRY ARMSTRONG, now of Costa Mesa, California, is hereby DECLARED.
A SUPPRESSIVE PERSON according to HCO PL 7 Dec 70 LEAVING AND LEAVES:

"Where a person is secretly planning to leave and making private preparations to do so without informing the proper terminals in an org and does leave (blow) and does not return within a reasonable length of time an automatic Declare is to be issued."

Gerry took an unauthorized leave in December 1981 and has refused to return and route out properly although he has been contacted and repeatedly requested to do so.

Since Gerry was declared on 18 Feb 1982, reports have been made that also bring the following charges against him for Crimes and High Crimes and Suppressive Acts against the Church:

1. THEFT.
2. ILLEGALLY TAKING OR POSSESSING CHURCH PROPERTY.
3. RESELLING ORG MATERIAL FOR PRIVATE GAIN.
4. IMPERSONATING A SCIENTOLOGIST OR STAFF MEMBER WHEN NOT AUTHORIZED.
5. FALSIFYING REPORTS.
6. MAKING OUT OR SUBMITTING OR ACCEPTING FALSE PURCHASE ORDERS.
7. JUGGLING ACCOUNTS.
8. OBTAINING LOANS OR MONEY UNDER FALSE PRETENSES.
9. ISSUING THE DATA OR INFORMATION OR INSTRUCTIONAL OR ADMINISTRATIVE PROCEDURES WITHOUT CREDIT OR FALSELY ASSIGNING CREDIT FOR THEM TO ANOTHER.
10. ENGAGING IN MALICIOUS RUMOUR-MONGERING TO DESTROY THE AUTHORITY OR REPUTE OF HIGHER OFFICERS OR THE LEADING NAMES OF SCIENTOLOGY OR TO "SAFEGUARD" A POSITION.
11. SEEKING TO SPLINTER OFF AN AREA OF SCIENTOLOGY AND DENY IT PROPERLY CONSTITUTED AUTHORITY FOR PERSONAL PROFIT, PERSONAL POWER OR "TO SAVE THE ORGANIZATION FROM THE HIGHER OFFICERS OF SCIENTOLOGY."
12. PROMOUNCING SCIENTOLOGISTS GUILTY OF THE PRACTICE OF STANDARD SCIENTOLOGY.
13. WILLFUL LOSS OR DESTRUCTION OF CHURCH PROPERTY.
14. HOLDING SCIENTOLOGY MATERIALS OR POLICIES UP TO RIDICULE, CONTEMPT OR SCURN.
15. SPREADING DESTRUCTIVE RUMOURS ABOUT SENIOR SCIENTOLOGISTS.
16. PURPORTING TO EXPRESS A MULTIPLE OPINION (USE OF "EVERYBODY") IN VITAL REPORTS.
17. BEING A KNOWING ACCESSORY TO A SUPPRESSIVE ACT.
18. FAILURE TO HANDLE OR DISAVOW AND DISCONNECT FROM A PERSON DEMONSTRABLY GUILTY OF SUPPRESSIVE ACTS.

Since Gerry Armstrong left the Church, he has falsely represented himself to others and said he was on a "secret mission." Representing himself then as a staff member, he then misrepresented the actions of the Church and its members to others. Gerry has chronically misrepresented himself and others.

EXHIBIT A

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A 219

- 2 -

He has spoken out for LSD and LSD-proponent Timothy Leary knowing all well that such illicit drugs are strictly prohibited by the Church and that Church Founder L. Ron Hubbard has written against their usage promotion due to their destructive nature. Knowing that LRI also researched and written how to combat the effects of these illicit drugs, Gerry Armstrong has degraded LRI's research and prefers to promote the research of Timothy Leary.

Gerry has taken and sought to sell Church property. He has also failed to return Church property he obtained. He also falsified his Church financial records by failing to state the nature of the intended purchases and failing to spend the money for the approved items. Records of him show purchases for personal items as well as covering the expenses of non-Church companies.

Gerry was also found to be promulgating false information about the Church, its Founder and members. He used his position to create and transmit erroneous information under the guise of "documentation." Altered documents have been found in his area.

Should Gerry Armstrong come to his senses and wish to recant, he should apply steps A-E of HCO PL 16 May 80 III ETHICS, SUPPRESSIVE ACTS, SUPPRESSION OF SCIENTOLOGY AND SCIENTOLOGISTS. Should he fail to apply these steps he will be expelled from the Church and be debarred. Should he claim the label or the charges to be false, he may request a Committee of Evidence per the above referenced policy.

His only terminal is the Continental Justice Chief PAC.

PO1 Paul Laquerre
Int Justice Chief

Authorized by AVC

for the

CHURCH OF SCIENTOLOGY
INTERNATIONAL

CSI:AVC:PL:bk

000809

ORIGINAL

FILED

MAR 17 1992

HOWARD HANSON
MARIN COUNTY CLERK
By A. Cooper, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, A California
not-for-profit religious
corporation,

Plaintiff,

vs.

GERALD ARMSTRONG and DOES 1
through 25, inclusive,

Defendants.

No. 152229

EXHIBIT DD TO THE DECLARATION
OF GRAHAM E. BERRY IN SUPPORT
OF AMICUS CURIAE BRIEF OF
JOSEPH A. YANNY IN OPPOSITION
TO PLAINTIFFS' ORDER TO SHOW
CAUSE RE PRELIMINARY INJUNCTION

DATE: March 20, 1992
TIME: 9:00 a.m.
DEPT: 4

[Filed Concurrently With Joseph
A. Yanny's Amicus Curiae Brief;
Appendix of Authorities In
Support of Amicus Curiae Brief;
Declaration of Graham E. Berry
(Exhibits A-CC); Declarations
of Gerald Armstrong;
Declarations of Michael T.
Flynn)]

FILED

APR 13 1992

JAMES H. DEMPSEY, CLERK

Nelly Au

BY NELLY AU, DEPUTY

000810

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15 CHURCH OF SCIENTOLOGY INTERNATIONAL

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19 (818) 591-0039

20 Attorneys for Cross-Defendant
21 RELIGIOUS TECHNOLOGY CENTER

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA
23 FOR THE COUNTY OF LOS ANGELES

24 CHURCH OF SCIENTOLOGY OF)
25 CALIFORNIA, a California)
26 corporation,)

27 Plaintiff,)

28 vs.)

GERALD ARMSTRONG; DOE 1 through)
DOE 10, inclusive,)

Defendants.)

GERALD ARMSTRONG,)

Cross-Complainant,)

vs.)

CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, a California)
corporation; L. RON HUBBARD;)
and DOES 1 through 100,)
inclusive,)

Cross-Defendants.)

ORIGINAL FILED

OCT 03 1991

COUNTY CLERK

CASE NO. C 420 153

NOTICE OF MOTION AND MOTION
TO ENFORCE SETTLEMENT
AGREEMENT; FOR LIQUIDATED
DAMAGES AND TO ENJOIN
FUTURE VIOLATIONS

[FILED UNDER SEAL]

Date: October 25, 1991
Time: 9:00 a.m.
Dept: 56

000811

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 25, 1991, at 9:00 a.m., in Department 56 of the above-entitled Court, the Plaintiff/Cross-Defendant CHURCH OF SCIENTOLOGY OF CALIFORNIA and Cross-Defendants RELIGIOUS TECHNOLOGY CENTER and CHURCH OF SCIENTOLOGY INTERNATIONAL will and hereby do move this Court for an order enforcing the Settlement Agreement entered into between the parties in this case in December, 1986, pursuant to which judgment was entered herein (the "Agreement") as follows:

(1) Preliminarily and permanently enjoining Cross-complainant Gerald Armstrong from engaging in further activities which violate the terms of the settlement agreement, including, but not limited to:

(a) Disseminating the confidences of defendants or information concerning their experiences with defendants outside of the papers or proceedings of this lawsuit;

(b) Voluntarily assisting, aiding or cooperating with any person engaged in litigation adversely to defendants herein; and

(c) Voluntarily testifying or otherwise participating in any judicial, administrative or legislative proceeding adverse to defendants, unless compelled to do so by lawful subpoena or other lawful process;

(2) Awarding cross-defendants damages in the amount of One Hundred Thousand (100,0000) dollars as liquidated damages for breaches of the Agreement;

1 (3) Awarding cross-defendants attorneys fees and costs in
2 connection with the making of this motion; and

3 (4) Such other and further relief as the Court deems
4 necessary and appropriate.

5 This Motion is based upon the irreparable injury to
6 defendants arising out of Armstrong's multiple and continuing
7 breaches of the Agreement.

8 This Motion is also based upon the complete files and
9 records of this case, the separately filed Memorandum of Points
10 and Authorities, and any evidence which may be provided at oral
11 argument or at an evidentiary hearing of such matters.

12 Dated: October 3, 1991

Respectfully submitted,

13
14 Wm. T. Drescher
15 WILLIAM T. DRESCHER

16 Attorney for Cross-Defendant
RELIGIOUS TECHNOLOGY CENTER

17 Eric M. Lieberman
18 RABINOWITZ, BOUDIN, STANDARD,
KRINSKY & LIEBERMAN, P.C.

19 Attorneys for Plaintiff and
20 Cross-Defendant CHURCH OF
SCIENTOLOGY OF CALIFORNIA

21 Kendrick L. Moxon
22 Laurie J. Bartilson
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23 Attorneys for Plaintiff/
24 Cross-Defendant CHURCH OF
SCIENTOLOGY OF CALIFORNIA and
25 Cross-Defendant CHURCH OF
SCIENTOLOGY INTERNATIONAL
26
27
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

In December, 1986, Cross-Defendant Church of Scientology International ("CSI") entered into a settlement agreement with cross-complainant Gerald Armstrong ("Armstrong"). The settlement agreement [Exhibit A hereto, the "Agreement"] provided for a mutual release and waiver of all claims contained in Armstrong's cross-complaint [Agreement, para. 1], including claims against a list of third-party beneficiaries, including cross-defendant Religious Technology Center ("RTC") and plaintiff and cross-defendant Church of Scientology of California ("CSC") (collectively, with CSI, "Church Parties"). The Agreement was part of the settlement of a series of cases brought by attorney Michael Flynn on behalf of multiple plaintiffs and/or cross-complainants, and represented a substantial effort on the part of the Church Parties to end litigation across the United States.

In order to ensure that the litigation was ended, and that the settlements did not result in continual efforts by Armstrong and others to provoke an unending series of claims against the Church Parties and others, the Agreement included multiple clauses designed to ensure that new actions were not spawned or encouraged by the conclusion of the old one. These clauses included provisions that Armstrong would not: (1) assist or advise anyone else engaged in litigation adverse to the interests of the Church Parties; (2) testify or otherwise participate in any other judicial proceeding adverse to the Church Parties unless compelled to do so by lawful subpoena; (3)

disclose documents at issue in the case; or (4) disclose to anyone the terms of the Agreement itself. Armstrong also agreed that damages for violations of the nondisclosure provisions would be a liquidated amount of \$50,000 per disclosure. Further, the parties agreed to entry of judgment by the Court pursuant to the terms of the Agreement, and agreed that this Court would retain continuing jurisdiction to enforce the terms of the Agreement.

Armstrong has recently embarked on a blatant course of deliberate violation of these key terms of his agreement. He has provided aid to adverse litigants Vicki Aznaran, Richard Aznaran and Joseph Yanny, providing them with paralegal services, unsubpoenaed testimony in the form of declarations, and even the provision of a copy of the settlement agreement, and a copy of a document from the files of this case as attachments for declarations which were then filed in their cases for use against the Church Parties. Further, the extent of Armstrong's violations and their continuing nature make it plain that nothing short of an order of this Court is likely to stop Armstrong from continuing to foment discord and litigation by others against the Church Parties, in direct violation of his Agreement. The Church Parties therefore request that this Court enter an Order: (1) enjoining Armstrong from any further violations of any of the provisions of the Agreement; and (2) awarding the Church Parties damages in the amount of One Hundred Thousand (100,000) Dollars, as liquidated damages for each of the breaches of the disclosure provisions documented below.

II.

PROCEDURAL HISTORY

This litigation was settled in December, 1986 through a 16 page settlement agreement, containing numerous provisions which were designed to protect the post-settlement rights and interests of the parties, and of the third-party beneficiaries to the Agreement.¹ Mr. Armstrong received a portion of a total settlement paid to his attorney, Michael Flynn, in block settlement concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. The exact amount of the portion of the settlement which Mr. Armstrong received was maintained as confidential between Mr. Flynn and Mr. Armstrong.

1. The signatories to the Agreement were Gerald Armstrong and the Church of Scientology International, by its president, Heber Jentzsch. [Ex. A at 16]. Mr. Armstrong's signature was witnessed by Jo Ann Richardson and Michael Sutter, and the Agreement was signed with approval as to form and content by Mr. Armstrong's attorney, Michael Flynn. [Id.] The third-party beneficiaries to the Agreement were named in paragraph 1 of the Agreement as follows:

"[T]he officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard. . . ."

1 As part of the block settlement of all of the Flynn cases,
2 the Church parties sought to obtain peace, and an end to an era
3 of nationwide litigation. In consequence, the Church parties
4 bargained for and obtained agreements from Mr. Armstrong to
5 provisions designed to ensure that his outspoken enmity for the
6 Church parties would not revive once his settlement proceeds had
7 all been spent. Specifically, Mr. Armstrong, with and upon the
8 advice of his counsel, agreed to the following provisions in the
9 Agreement:

10 [Armstrong] agrees not to testify or otherwise
11 participate in any other judicial, administrative or
12 legislative proceeding adverse to Scientology or any
13 of the Scientology churches, individuals or entities
14 listed in Paragraph 1 above unless compelled to do
15 so by lawful subpoena or other process. [Armstrong]
16 shall not make himself amenable to service of any
17 such subpoena in a manner which invalidates the
18 intent of this provision. Unless required to do so
19 by such subpoena, [Armstrong] agrees not to discuss
20 this litigation or his experiences with and
21 knowledge of the Church with anyone other than
22 members of his immediate family. As provided
23 hereinafter in Paragraph 18(d), the contents of this
24 Agreement may not be disclosed.

25 Exhibit A, Paragraph 7(H).

26 [Armstrong] agrees that he will not voluntarily
27 assist or cooperate with any person adverse to
28 Scientology in any proceeding against any of the
[Church Parties]. . . .

Exhibit A, Paragraph 7(G).

[Armstrong] agrees that he will not assist or
advise anyone, including individuals, partnerships,
associations, corporations or governmental agencies
contemplating any claim or engaged in litigation or
involved in or contemplating any activity adverse to
the interests of [the Church Parties].

Exhibit A, Paragraph 10.

[Armstrong] agrees that he will maintain strict
confidentiality and silence with respect to his

1 experiences with the Church of Scientology and any
2 knowledge or information he may have concerning the
3 Church of Scientology, L. Ron Hubbard, or any of
4 the organizations, individuals and entities listed
5 in Paragraph 1 above. [Armstrong] expressly
6 understands that the non-disclosure provisions of
7 this subparagraph shall apply, inter alia, but not
8 be limited, to the contents or substance of his
9 complaint on file in [this action] or any documents
10 as defined in Appendix "A" to this Agreement
11 [Armstrong] agrees that if the terms of this
12 paragraph are breached by him, that CSI and the
13 other [Church Parties] would be entitled to
14 liquidated damages in the amount of \$50,000 for each
15 such breach. All monies received to induce or in
16 payment for a breach of this Agreement, or any part
17 thereof, shall be held in a constructive trust
18 pending the outcome of any litigation over said
19 breach. The amount of liquidated damages herein is
20 an estimate of the damages that each party would
21 suffer in the event this Agreement is breached. The
22 reasonableness of the amount of such damages are
23 hereto acknowledged by [Armstrong].

24 Exhibit A, Paragraph 7(D).

25 The parties hereto and their respective
26 attorneys each agree not to disclose the contents of
27 this executed Agreement. Nothing herein shall be
28 construed to prevent any party hereto or his
respective attorney from stating that this civil
action has been settled in its entirety.

Exhibit A, Paragraph 18(D)

In addition to all of these substantive provisions, the
parties agreed that this Court would retain jurisdiction over
the matter for enforcement purposes as follows:

Notwithstanding the dismissal of the lawsuit
pursuant to Paragraph 4 of this Agreement, the
parties hereto agree that the Los Angeles Superior
Court shall retain jurisdiction to enforce the terms
of this Agreement. The Agreement may be enforced by
any legal or equitable remedy, including but not
limited to injunctive relief or declaratory judgment
where appropriate. In the event any party to this
Agreement institutes any action to preserve, to
protect or to enforce any right or benefit created
hereunder, the prevailing party in any such action
shall be entitled to the costs of suit and
reasonable attorney's fees.

Exhibit A, Paragraph 20.

1 As demonstrated below, Armstrong has, beginning in June,
2 1991 and continuing until the present, violated each of the
3 provisions of the Agreement listed above. Because his conduct
4 demonstrates not an isolated incident, but a self-confessed
5 desire to repeat this misconduct over and over, the Church
6 Parties seek injunctive relief as well as the liquidated damages
7 to which they are entitled.

8 III.

9 ARMSTRONG HAS VIOLATED THE SETTLEMENT AGREEMENT

10 A. Armstrong Violated the Agreement By Providing Aid to
11 Anti-Church Litigants Vicki and Richard Aznaran Through
12 His Employment By Joseph A. Yanny as a Paralegal

13 Vicki and Richard Aznaran ("the Aznarans") are former
14 Church members currently engaged in litigation against, inter
15 alia, RTC and CSI, in the case of Vicki J. Aznaran, et al.
16 v. Church of Scientology of California, et al., United States
17 District Court for the Central District of California, Case No.
18 CV 88-1786 JMI (Ex). In June, 1991, the Aznarans discharged
19 their attorney, Ford Greene, and retained attorney Joseph A.
20 Yanny to represent them. [Exs. B, C, D, E, Substitutions of
21 Attorney.]^{2/}

22 During his time as the Aznarans' counsel, Yanny hired
23 Gerald Armstrong, in Yanny's own words, "as a paralegal to help
24 [Yanny] on the Aznaran case." [Ex. F, Transcript of
25 Proceedings in Religious Technology Center et al. v. Joseph
A. Yanny, et al., LASC No. BC 033035 ("RTC v. Yanny"), p.

26 2. Yanny is former counsel for Church Parties, and his
27 substitution into the case was later vacated by the Court sua
28 sponte, the Court noting that Yanny's retention as the
Aznarans' counsel was "highly prejudicial" to CSI and RTC. [Ex.
Q, Order of July 24, 1991.]

25]. In a holographic declaration supplied by Armstrong to Yanny, Armstrong admitted that Yanny called him on July 10, 1991, and asked for Armstrong's help in Yanny's proposed representation of the Aznarans [Ex. G, Declaration of Gerald Armstrong of July 19, 1991, para. 2]; that Armstrong agreed to help Yanny with the Aznaran case, and that he would travel to Los Angeles for that express purpose on July 12, 1991 [Id., para. 3]; and that Armstrong asked Yanny to pay him \$500 for his services. [Id., para. 3.] Armstrong admits that he did travel to Los Angeles, did stay with Yanny on July 15 and 16, and wrote a declaration for Yanny and the Aznarans. [Id., para. 4.] In a declaration dated July 31, 1991, as well as in open Court, Yanny admitted that he has hired Armstrong to act for him as a paralegal, in litigation against CSI and RTC. [Ex. H, Declaration of Joseph A. Yanny, July 31, 1991, para. 4, and Ex. F, supra.]

Armstrong's acceptance of this employment from Yanny to work on the Aznarans' litigation is a direct violation of Paragraphs 10 and 7(G) of the Agreement, see pages 4-5, supra. These paragraphs prohibit Armstrong from providing aid or advice to anyone engaged in or contemplating litigation which is adverse to the Church Parties. [Ex. A, paras. 7(g), 10.] The Aznarans are directly engaged in litigation with RTC and CSI, and Armstrong has provided aid to them by acting as Yanny's paralegal on their case. There could not be a clearer example of conduct which violates the letter and the intent of the Agreement. The only explanation, justification or excuse which Armstrong has offered for this conduct is that, "It is not only

1 the right of all men to respond to requests for help, it is our
2 essence. If I was induced, therefore, to help Mr. Yanny, or
3 anyone else, it was our Creator who induced me." [Ex. G, para.
4 6.] However, Armstrong has no "right," God-given or otherwise,
5 to provide aid to those whom he has expressly promised not to
6 aid pursuant to a valid contractual agreement.

7 B. Armstrong Also Violated the Agreement By Aiding
8 Yanny in Litigation Against the Church Parties.

9 After Yanny entered his appearance in the Aznarans' case,
10 and indicated to Church counsel that he represented Gerald
11 Armstrong as well, the Church Parties brought suit against Yanny
12 in Los Angeles Superior Court, in the case of RTC v. Yanny,
13 supra. In that action, the Church Parties sought and obtained
14 a Temporary Restraining Order and a Preliminary Injunction
15 against Yanny [Ex. I, Ex. J], which prohibit Yanny from
16 aiding, advising or representing, directly or indirectly, the
17 Aznarans or Armstrong, on any matters relating to the Church
18 Parties.

19 At the hearings before the Court on the TRO and on the
20 injunction, Yanny filed two declarations prepared and
21 executed by Gerald Armstrong on July 16, 1991. [Exs. K and
22 L.] Armstrong also asserts knowledge concerning settlements,
23 including his own which he purportedly gleaned by working as a
24 paralegal for yet another law firm, Flynn, Joyce and Sheridan
25 [Ex. K, para. 2-5]. The declarations were offered by Yanny
26 as part of Yanny's defense, which was ultimately rejected by the
27 Court when it issued its injunction. [Ex. F at 31-34.]

28 Just as in the Aznarans' case, this aid provided by

1 Armstrong to Yanny, a litigant against the Church parties, was a
2 direct violation of paragraphs 10 and 7(G) of the Agreement.
3 Moreover, Armstrong attached as an exhibit to one of the
4 declarations, Ex. K, a copy of the Agreement, the terms of
5 which he had agreed to keep confidential. [Ex. A, para.
6 18(d).] This disclosure of the terms of the Agreement is
7 a violation of the non-disclosure agreement, requiring that
8 Armstrong be assessed \$50,000 as liquidated damages. [Ex. A,
9 para. 7(H).]

10
11 C. Armstrong Violated the Agreement By Helping
12 Ford Greene With the Aznaran Case

13 1. Armstrong is Providing Paralegal Services to Greene

14 Contrary to the persona of a "fearful" litigant Armstrong
15 attempts to create in his litigation, Armstrong is brazenly and
16 openly assisting adverse litigants and bragging about it to the
17 Church Parties' counsel and staff. After Yanny's substitution
18 into the Aznarans' case was summarily vacated, Ford Greene was
19 reinstated as the Aznarans' counsel of record. In a letter to
20 the Church Parties' counsel dated August 21, 1991, Armstrong
21 admitted that he had been working at Greene's office with Greene
22 on the Aznarans' case, helping him to prepare responses to
23 summary judgment motions filed in that case. [Ex. M, p. 2.]
24 Both Armstrong and Greene have freely admitted in sworn
25 declarations that Greene is presently employing Armstrong as
26 a paralegal in the Armstrong case. Armstrong himself
27 describes these activities as follows:
28

1 My help to Ford Greene in all of the papers
2 recently filed has been in proofreading,
3 copying, collating, hole-punching, stapling,
4 stamping, packaging, labeling, air freighting and
5 mailing. Mr. Greene and I have had several
6 conversations during this period, some of which
7 certainly concerned the litigation.

8 [Ex. N, Declaration of Gerald Armstrong (minus exhibits) at
9 para. 18]. See also, Ex. O, Declaration of Ford Greene, para.
10 7.

11 This conduct, like Armstrong's aid to Yanny in the
12 Aznaran case, is a continuing violation of paragraphs 10 and
13 7(G) of the Agreement. Again, the conduct is repeated and
14 aggravated, and shows no sign of abating absent Court order.
15 Armstrong can, and must, be enjoined from continuing to provide
16 aid to the Aznarans, via Ford Greene's office, or in any other
17 capacity.

18 2. Armstrong Has Provided a Declaration to the Aznarans,
19 Which They Have Filed in Federal Court,
20 Which Violates the Non-Disclosure Provisions
21 of the Agreement

22 In addition to the paralegal services Armstrong claims he
23 provided to the Aznarans, Armstrong also provided the Aznarans
24 with a declaration, dated August 26, 1991, and filed in that
25 case. [Ex. P] In that declaration, Armstrong describes some
26 of his experiences with and concerning the Church Parties, in
27 direct violation of paragraphs 7(H), 7(G) and 10 of the
28 Agreement, and purports to authenticate copies of documents
whose contents he agreed, in paragraph 10 of the Agreement,
never to reveal. [Id., Exhibits 1 and 2].

In Paragraph 7(H) of the Agreement, Armstrong expressly
agreed that, in the event that he did exactly what he has done --

1 revealed to third parties his experiences and documents -- that
2 he would pay to the Church Parties \$50,000 for each such
3 violation as liquidated damaged. The provision provides, in
4 relevant part,

5 [Armstrong] agrees that he will maintain strict
6 confidentiality and silence with respect to his
7 experiences with the Church of Scientology and any
8 knowledge or information he may have concerning the
9 Church of Scientology, L. Ron Hubbard, or any of
10 the organizations, individuals and entities listed
11 in Paragraph 1 above. [Armstrong] expressly
12 understands that the non-disclosure provisions of
13 this subparagraph shall apply, inter alia, but not
14 be limited, to the contents or substance of his
15 complaint on file in [this action] or any documents
16 as defined in Appendix "A" to this Agreement
17 [Armstrong] agrees that if the terms of this
18 paragraph are breached by him, that CSI and the
19 other [Church Parties] would be entitled to
20 liquidated damages in the amount of \$50,000 for each
21 such breach.

22 Exhibit P establishes unequivocally that Armstrong has
23 breached this paragraph of the Agreement in the manner
24 described. He must be ordered to pay to the Church Parties
25 \$50,000 in liquidated damages for this breach.

26 IV

27 THE CHURCH PARTIES ARE ENTITLED TO THE RELIEF REQUESTED

28 When the parties have agreed upon the material terms of a
settlement, "the agreement must be enforced by the Court."
Greyhound Lines, Inc. v. Superior Court (1980) 98 Cal.App.3d
604, 608, 159 Cal.Rptr. 657, 660; see also, C.C.P. §
664.6. Here, the settlement of this case was entered by this
Court as a final judgment. [Ex. Q.] Not only did the
parties agree that this Court would retain jurisdiction to
enforce the terms of the settlement agreement [Ex. A, para.
20], but this Court has the inherent power as well to compel

1 obedience to its judgments and oversee and enforce execution of
2 its decrees. C.C.P. § 128(4); Brown v. Brown (1971) 22
3 Cal.App.3d 82, 84, 99 Cal.Rptr. 311, 312.

4 Armstrong received from CSI the full benefit of his
5 bargain, and acknowledges, in the Agreement, receipt of payment
6 in full by CSI. [Ex. A, para. 3, page 4.] His current series
7 of violations of the Agreement are intentional, willful, and
8 made with full knowledge that they are violations of that
9 Agreement. The Church Parties are entitled to receive the
10 benefit of their bargain, and obtain from this Court full
11 enforcement of the settlement provisions.

12 This is not the first instance in which the Church Parties
13 have had to resort to legal action in which to obtain the
14 benefits of a settlement agreement reached with a former
15 anti-Church litigant. In two recent actions, the Eleventh
16 Circuit Court of Appeals upheld the Church Parties' efforts to
17 enforce similar settlements.

18 First, in Wakefield v. Church of Scientology of
19 California (11th Cir. 1991) __ F.2d __ (Slip. Op., Exhibit
20 R hereto), CSC sought successfully to enforce a settlement
21 agreement containing terms substantially similar to those which
22 Armstrong has violated here. In Wakefield, as here:

23 The district court approved the settlement
24 agreement, sealed the court files, and dismissed the
25 case with prejudice. The dismissal order
26 specifically gave the court jurisdiction to enforce
the settlement terms. Nonetheless, Wakefield
publicly violated the settlement agreement's
confidentiality provisions.

27 Ex. R at 4626.

28 CSC moved to enforce the provisions of the settlement

1 agreement, and the district court ordered hearings before the
2 magistrate judge. Id. The magistrate judge concluded that
3 Wakefield had violated the agreement. The district court
4 adopted that magistrate judge's findings, and issued a
5 preliminary and permanent injunction prohibiting Wakefield from
6 violating her agreement. Id. When Wakefield violated the
7 injunction, again making media appearances, CSC sought an order
8 to show cause why Wakefield should not be held in contempt. At
9 an in camera proceeding, the magistrate judge found that
10 Wakefield had willfully violated the injunction, and recommended
11 that the case be referred to the United States Attorney's office
12 for criminal contempt proceedings. Id., at 4628. The
13 district court has not yet issued a final order on the contempt
14 proceedings.

15 Although the district court's issuance of the injunction in
16 Wakefield was not at issue in the Eleventh Circuit proceedings
17 (which were an unsuccessful challenge by several newspapers to
18 gain access to the closed proceedings), the Eleventh Circuit
19 described in its opinion, "Wakefield's constant disregard and
20 misuse of the judicial process," suggesting approval of the
21 district court's actions. Id. at 4630.

22 Similarly, in McLean v. Church of Scientology of
23 California, __ F.2d __ No. 89-3505 (11th Cir. 1991)
24 (Exhibit S), plaintiff McLean also entered into a settlement
25 agreement containing confidentiality provisions requiring her
26 to return documents to defendant Church and prohibiting her
27 from discussing the litigation with anyone outside her
28 immediate family. Id. at 2. By her own testimony plaintiff

1 admitted to reacquiring certain documents and using them to
2 "counsel" Church members. She further admitted to discussing
3 certain aspects of the suit with people outside her immediate
4 family. Id. at 3. As a result, the appellate court affirmed
5 the district court order permanently enjoining McLean from
6 disclosing any information about her lawsuit and the resulting
7 Settlement Agreement entered into between the parties. Id. at 6.

8 Just as the district courts in Wakefield and McLean
9 found it necessary to issue an injunction to enforce the
10 agreement of the parties reached in that case, so must the
11 Court herein enjoin Armstrong from further breaches.
12 Armstrong's conduct is blatant and obviously willful; he has
13 improperly helped lawyer after lawyer, and filed declaration
14 after declaration which contain improper disclosures. Further,
15 because Armstrong agreed to pay liquidated damages for his
16 breaches, he must be ordered to pay the damages now owing to
17 the Church Parties in the amount of \$100,000.

18 V.

19 CONCLUSION

20 This case was settled in 1986, and crossclaimant Armstrong
21 agreed at that time to settlement provisions which were designed
22 and intended to protect the Church Parties from conduct on the
23 part of Armstrong designed to induce, foster and encourage other
24 litigation against the Church Parties. The Church Parties
25 sought peace; that is what they bargained for, that is what they
26 paid a settlement for, and that is what Armstrong agreed to
27 provide. Now, however, almost five years later, Armstrong has
28 embarked on a series of activities in deliberate breach of his

1 Agreement; activities which are intentional, willful and fully
2 intended to cause as much harm and dissension in on-going
3 litigation as possible.

4 This Court has continuing jurisdiction to enforce the terms
5 of the Agreement, and it must act now, before the rights of the
6 Church Parties have been completely destroyed by Armstrong's
7 improper conduct. Armstrong must be enjoined immediately from
8 committing any further breaches of the settlement agreement, and
9 he must be ordered to pay \$100,000 in liquidated damages to the
10 Church Parties forthwith.

11 Dated: October 3, 1991

Respectfully submitted,

12
13 
14 WILLIAM T. DRESCHER

15 Attorney for Cross-Defendant
16 RELIGIOUS TECHNOLOGY CENTER

17 Eric M. Lieberman
18 RABINOWITZ, BOUDIN, STANDARD,
19 KRINSKY & LIEBERMAN, P.C.

20 Attorneys for Plaintiff and
21 Cross-Defendant CHURCH OF
22 SCIENTOLOGY OF CALIFORNIA

23 Kendrick L. Moxon
24 Laurie J. Bartilson
25 BOWLES & MOXON

26 Attorneys for Plaintiff/
27 Cross-Defendant CHURCH OF
28 SCIENTOLOGY OF CALIFORNIA and
Cross-Defendant CHURCH OF
SCIENTOLOGY INTERNATIONAL



EX. B

FORD GREENE
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT, STATE OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N.
AZNARAN,

Plaintiffs,

VS.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, INC.; CHURCH OF
SPIRITUAL TECHNOLOGY, INC.;
SCIENTOLOGY MISSIONS INTERNATIONAL,
INC.; RELIGIOUS TECHNOLOGY CENTER,
INC.; AUTHOR SERVICES, INC.;
CHURCH OF SCIENTOLOGY INTERNATION-
AL, INC.; CHURCH OF SCIENTOLOGY OF
LOS ANGELES, INC.; MISSION OFFICE
WORLDWIDE; AUTHOR FAMILY TRUST;
THE ESTATE OF L. RON HUBBARD;
DAVID MISCAVIGE; and NORMAN
STARKEY

Defendants.

CASE NO. CV88-1786-WDK

SUBSTITUTION OF ATTORNEY

I, RICHARD N. AZNARAN, hereby substitute, in PRO PER, 703
McKinney Avenue, Suite 309, Dallas, Texas 75206, (214) 720-1414,
in place and stead of FORD GREENE, 7112 Sir Francis Drake ^{Bld.} ~~Bld.~~,
San Anselmo, California 94960-1949.

DATED: 6/11/91


RICHARD N. AZNARAN

I hereby consent to the foregoing designation

DATED: 6/7/91


FORD GREENE

000832

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT, STATE OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N.
AZNARAN,

Plaintiffs,

VS.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, INC.; CHURCH OF
SPIRITUAL TECHNOLOGY, INC.;
SCIENTOLOGY MISSIONS INTERNATIONAL,
INC.; RELIGIOUS TECHNOLOGY CENTER,
INC.; AUTHOR SERVICES, INC.;
CHURCH OF SCIENTOLOGY INTERNATIONAL-
AL, INC.; CHURCH OF SCIENTOLOGY OF
LOS ANGELES, INC.; MISSION OFFICE
WORLDWIDE; AUTHOR FAMILY TRUST;
THE ESTATE OF L. RON HUBBARD;
DAVID MISCAVIGE; and NORMAN
STARKEY

Defendants.

CASE NO. CV88-1786-WDK

SUBSTITUTION OF ATTORNEY

ORDER

IT IS ORDERED that RICHARD N. AZNARAN, the applicant, herein
may appear Pro Per for himself in the above-entitled case.

DATED: _____

UNITED STATES DISTRICT JUDGE

000833

415

EX. C

000834

FORD GREENE
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT, STATE OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N.
AZNARAN,

Plaintiffs,

VS.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, INC.; CHURCH OF
SPIRITUAL TECHNOLOGY, INC.;
SCIENTOLOGY MISSIONS INTERNATIONAL,
INC.; RELIGIOUS TECHNOLOGY CENTER,
INC.; AUTHOR SERVICES, INC.;
CHURCH OF SCIENTOLOGY INTERNATION-
AL, INC.; CHURCH OF SCIENTOLOGY OF
LOS ANGELES, INC.; MISSION OFFICE
WORLDWIDE; AUTHOR FAMILY TRUST;
THE ESTATE OF L. RON HUBBARD;
DAVID MISCAVIGE; and NORMAN
STARKEY

Defendants.

CASE NO. CV88-1786-WDK

SUBSTITUTION OF ATTORNEY

I, VICKI J. AZNARAN, hereby substitute, in PRO PER, 703
McKinney Avenue, Suite 309, Dallas, Texas 75206, (214) 720-1414,
in place and stead of FORD GREENE, 711^{1/2} Sir Francis Drake ^{Bld.} ~~D~~,
San Anselmo, California 94960-1949.

DATED: 6-11-91

Vicki Aznaran
VICKI J. AZNARAN

I hereby consent to the foregoing designation.

DATED: 6/7/91

FORD GREENE

000835



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN
RICHARD N. AZNARAN

PLAINTIFF,

CASE NUMBER

CV 88-1786 JMI (Ex)

VS.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, ET AL.

DEFENDANT.

SUBSTITUTION OF ATTORNEY

RICHARD N. AZNARAN

☒ PLAINTIFF ☐ DEFENDANT

NAME OF PARTY

HEREBY SUBSTITUTES JOSEPH A. YANNY, LAW OFFICES OF JOSEPH A. YANNY WHO IS

☒ RETAINED COUNSEL ☐ COUNSEL APPOINTED BY THE COURT ☐ PRO PER

ADDRESS 1925 Century Park East, Suite 1260, Los Angeles, CA 90067

TELEPHONE (213) 551-2966

STATE BAR NUMBER 97979

AS ATTORNEY OF RECORD IN PLACE AND STEAD

OF pro per X [Signature]
PRESENT ATTORNEY

DATED X 27/6/91

X [Signature]
SIGNATURE OF PARTY

I HAVE GIVEN PROPER NOTICE PURSUANT TO LOCAL RULE 2.8 AND FURTHER CONSENT TO THE ABOVE
SUBSTITUTION.

DATED X 27/6/91

X [Signature]
SIGNATURE OF PRESENT ATTORNEY

I AM DULY ADMITTED TO PRACTICE IN THIS DISTRICT.

DATED 28/6/91

[Signature]
SIGNATURE OF NEW ATTORNEY # 97979

APPROVED

UNITED STATES DISTRICT JUDGE

SUBSTITUTION OF ATTORNEY

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing _____ and know its contents.

☒ CHECK APPLICABLE PARAGRAPH

- ☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.
- ☐ I am ☐ an Officer ☐ a partner _____ of _____

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

- ☐ I am one of the attorneys for _____ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on _____, 19____, at _____, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Type or Print Name

Signature

PROOF OF SERVICE

1013A (1) CCP Revised 3/1/88

STATE OF CALIFORNIA, COUNTY OF

LOS ANGELES

State of California.

I am employed in the county of _____ I am over the age of 18 and not a party to the within action; my business address is: 1925 CENTURY PARK EAST #1260 LOS ANGELES CA 90067

On JUNE 28, 1991, I served the foregoing document described as _____

SUBSTITUTION OF ATTORNEY

on INTERESTED PARTIES in this action

- ☒ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:
- ☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☒ BY MAIL

☒ I deposited such envelope in the mail at LOS ANGELES, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at _____

California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on JUNE 28, 1991, at LOS ANGELES, California.

☐ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on _____, 19____, at _____, California.

- ☒ (State) ... I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

JOHN KRESKO

Type or Print Name

STUART'S (10/0004) I HEREBY CERTIFY THAT THE
FEDERAL GOVERNMENT LAWYER AND THE CCP
-May be used in California State or Federal Courts

Signature

NOT VALID SIGNATURE UNTIL 8 OF PERSON APPROVED (INITIALS) ON
-May 26/01 801 OF 801
"NON PERSONAL SERVICE SIGNATURE MUST BE THAT OF ADDRESSEE"

000838

SERVICE LIST

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CHURCH OF SPIRITUAL TECHNOLOGY

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Attorneys for Defendants
CHURCH OF SPIRITUAL
TECHNOLOGY
CHURCH OF SCIENTOLOGY
INTERNATIONAL

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN
RICHARD N. AZNARAN

PLAINTIFF,

CASE NUMBER

CV 88-1786 JMI (Ex)

VS.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, ET AL.

DEFENDANT.

SUBSTITUTION OF ATTORNEY

VICKI J. AZNARAN
NAME OF PARTY

☒ PLAINTIFF ☐ DEFENDANT

HEREBY SUBSTITUTES JOSEPH A. YANNY, LAW OFFICES OF JOSEPH A. YANNY WHO IS

☒ RETAINED COUNSEL ☐ COUNSEL APPOINTED BY THE COURT ☐ PRO PER

ADDRESS 1925 Century Park East, Suite 1260, Los Angeles, CA 90067

TELEPHONE (213) 551-2966

STATE BAR NUMBER 97979 AS ATTORNEY OF RECORD IN PLACE AND STEAD
OF pro per ☒ Vicki Aznaran
PRESENT ATTORNEY

DATED 6-27-91

x Vicki Aznaran
SIGNATURE OF PARTY

I HAVE GIVEN PROPER NOTICE PURSUANT TO LOCAL RULE 2.8 AND FURTHER CONSENT TO THE ABOVE
SUBSTITUTION.

DATED 6-27-91

x Vicki Aznaran
SIGNATURE OF PRESENT ATTORNEY

I AM DULY ADMITTED TO PRACTICE IN THIS DISTRICT.

DATED 28/6/91

[Signature]
SIGNATURE OF NEW ATTORNEY 97979

APPROVED

UNITED STATES DISTRICT JUDGE

SUBSTITUTION OF ATTORNEY

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing _____ and know its contents.

☒ CHECK APPLICABLE PARAGRAPH

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner _____ of _____

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for _____ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on _____, 19____, at _____, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Type or Print Name

Signature

PROOF OF SERVICE

1813A (3) CCP Revised 3/1/88

STATE OF CALIFORNIA, COUNTY OF

LOS ANGELES

State of California.

I am employed in the county of _____

I am over the age of 18 and not a party to the within action; my business address is: 1925 CENTURY PARK EAST #1260 LOS ANGELES CA 90067

On JUNE 28, 1991, I served the foregoing document described as SUBSTITUTION OF ATTORNEY

on INTERESTED PARTIES in this action

☒ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:
☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☒ BY MAIL

☒ I deposited such envelope in the mail at LOS ANGELES, California.
The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at _____ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on JUNE 28, 1991, at LOS ANGELES, California.

☐ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.
Executed on _____, 19____, at _____, California.

☒ (State) ... I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

JOHN KURESKO

Type or Print Name

STANDARD (180000) I declare under penalty of perjury that I am over the age of 18 and not a party to the within action.
NOT A PARTY TO THE ACTION
NOT A PARTY TO THE ACTION

Signature
NOT A PARTY TO THE ACTION
NOT A PARTY TO THE ACTION
NOT A PARTY TO THE ACTION
000842

SERVICE LIST

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CHURCH OF SPIRITUAL TECHNOLOGY

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Attorneys for Defendant
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INTERNATIONAL

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New York, New York 10003
(212) 982-9870

Attorneys for Defendant
AUTHOR SERVICES, INC.

Kendrick L. Moxon
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Suite 2000
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(213) 661-4030

Attorneys for Defendants
CHURCH OF SPIRITUAL
TECHNOLOGY
CHURCH OF SCIENTOLOGY
INTERNATIONAL

000844

EX. F

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 41

HON. RAYMOND CARDENAS, JUDGE

RELIGIOUS TECHNOLOGY CENTER, A)
CALIFORNIA NON-PROFIT RELIGIOUS)
CORPORATION; CHURCH OF SCIENTOLOGY)
INTERNATIONAL, A CALIFORNIA NON-PROFIT)
RELIGIOUS CORPORATION; AND CHURCH OF)
SCIENTOLOGY OF CALIFORNIA, A)
CALIFORNIA NON-PROFIT RELIGIOUS)
CORPORATION,)

PLAINTIFFS,)

VS.)

JOSEPH A. YANNY, AN INDIVIDUAL;)
JOSEPH A. YANNY, A PROFESSIONAL LAW)
CORPORATION; AND DOES 1 THROUGH 25,)
INCLUSIVE,)

DEFENDANTS.)

SUPERIOR COURT
CASE NO. BC 033035

REPORTER'S TRANSCRIPT

AUGUST 6, 1991

APPEARANCES:

(AS NOTED ON NEXT PAGE.)

COPY

LINDA STALEY, CSR NO. 3359
OFFICIAL REPORTER

000845

APPEARANCES:

FOR PLAINTIFF CHURCH
OF SCIENTOLOGY:

QUINN, KULLY & MORROW
BY: JOHN J. QUINN
520 SOUTH GRAND AVENUE
8TH FLOOR
LOS ANGELES, CALIFORNIA
(213) 622-0300

FOR PLAINTIFF RELIGIOUS
TECHNOLOGY CENTER:

WILLIAM T. DRESCHER
23679 CALABASAS ROAD
SUITE 338
CALABASAS, CALIFORNIA 91302
(818) 591-0039

FOR DEFENDANT JOSEPH
A. YANNY, INDIVIDUALLY:

CUMMINGS & WHITE
BY: BARRY VAN SICKLE
865 SOUTH FIGUEROA STREET
24TH FLOOR
LOS ANGELES, CALIFORNIA 90017
(213) 614-1000

FOR DEFENDANT JOSEPH
A. YANNY, A PROFESSIONAL
CORPORATION:

JOSEPH A. YANNY
1925 CENTURY PARK EAST
SUITE 1260
LOS ANGELES, CALIFORNIA 90067
(213) 551-2966

000846

LOS ANGELES, CALIFORNIA

TUESDAY, 8-6-91 # 9:32 A.M.

DEPT. 41

HON. RAYMOND CARDENAS, JUDGE

APPEARANCES: (AS NOTED ON TITLE PAGE.)

- - O - -

THE COURT: RELIGIOUS TECHNOLOGY CENTER VERSUS
YANNY.

THE MATTER IS HERE FOR HEARING ON THE
QUESTION OF THE PRELIMINARY INJUNCTION.

THE COURT HAS HERETOFORE SIGNED A TEMPORARY
RESTRAINING ORDER, JULY 31ST, AND AT THIS TIME, I WILL HAVE
THE PARTIES IDENTIFY THEMSELVES AND THEIR APPEARANCE.

MR. DRESCHER: GOOD MORNING, YOUR HONOR.

WILLIAM DRESCHER ON BEHALF OF THE PLAINTIFF
RELIGIOUS TECHNOLOGY CORPORATION.

MR. QUINN: JOHN QUINN ON BEHALF OF CHURCH OF
SCIENTOLOGY INTERNATIONAL.

MR. VAN SICKLE: BARRY VAN SICKLE ON BEHALF OF
JOSEPH A. YANNY, AN INDIVIDUAL.

MR. YANNY: AND JOSEPH A. YANNY ON BEHALF OF JOSEPH
A. YANNY, A PROFESSIONAL CORPORATION, YOUR HONOR.

THE COURT: THE COURT HAS BEFORE IT A QUESTION OF
WHAT, IF ANY -- WHETHER IT WILL ISSUE A PRELIMINARY
INJUNCTION OR NOT IN LIGHT OF CASE NO. BC 033035.

THE COURT HAS ISSUED THE TRO AS A STOPGAP
MEASURE. I'LL TELL YOU AT THE OUTSET THAT I THINK THAT
I'VE SIGNED IT FOR A TRO, BUT THAT IT'S TOO BROAD IN

000847

1 CETERA, NOTHING TO DO WITH ADVERSE REPRESENTATION OF
2 SCIENTOLOGY. THEY DO NOT HAVE THE RIGHT --

3 THE COURT: MR. YANNY, I STATED THAT THE TRO WAS TOO
4 BROAD IN THAT IT IS THE COURT'S INTENT NOT TO PRECLUDE
5 ASSOCIATION, DISCUSSION, AND SO FORTH, AND I THOUGHT THAT
6 WOULD SEND THE MESSAGE THAT IF THERE WAS AN ORDER, IT WOULD
7 BE A LOT MORE NARROW THAN THE TRO THAT WAS SIGNED.

8 MR. YANNY: YOUR HONOR, BUT BASED ON THE STRENGTH OF
9 WHAT THEY'VE SHOWN; NOTHING?

10 AND WHAT YOU'RE GOING TO DO BY GIVING THESE,
11 THE MOST LITIGIOUS PEOPLE IN THE CITY OF LOS ANGELES, MAYBE
12 THE STATE OF CALIFORNIA, AND MAYBE THE UNITED STATES,
13 YOU'RE GOING TO GIVE THEM AN ORDER BY WHICH THEY ARE THEN
14 GOING TO HARASS EVERY ONE OF MY EMPLOYEES LIKE YOU SAW THEM
15 DO BEFORE, EVERY ONE OF MY CLIENTS, LIKE YOU SAW THEM DO
16 BEFORE.

17 OKAY. AND THAT, BASED ON THE STRENGTH OF
18 WHAT THEY SHOWED, YOU KNOW, IT IS -- I HATE TO SAY THIS --
19 THAT IS INEQUITABLE -- THAT IS INEQUITABLE -- AND ALL OF
20 THIS BECAUSE I DID ONE THING; I HIRED GERRY ARMSTRONG AS A
21 PARALEGAL TO HELP ME ON THE AZNARAN CASE?

22 THE COURT: NO. ALL BECAUSE --

23 MR. YANNY: I TOLD HIM ABOUT COPYRIGHT NOTICES AND I
24 MADE AN APPEARANCE IN A FEDERAL CASE AND THAT THE JUDGE
25 DISQUALIFIED ME.

26 I DON'T THINK AN ORDER IS APPROPRIATE. THIS
27 CASE SHOULD HAVE BEEN THROWN OUT WHEN YOU SAW THE
28 COMPLAINT.

000848

1 THE COURT: MR. QUINN, YOU HAVE THE LAST WORD
2 BECAUSE I'M ABOUT TO MAKE MY ORDER.

3 MR. QUINN: YOUR HONOR, I'D LIKE TO BE ABLE TO
4 CONTRIBUTE SOMETHING HERE AND, PERHAPS, BECAUSE I DON'T
5 HAVE THE LONG BACKGROUND THAT ALL OF YOU DO, MAYBE I HAVE
6 THE OPPORTUNITY TO TAKE JUST A LITTLE FRESHER LOOK.

7 THE COURT TALKED ABOUT THE ORDER THAT WE'RE
8 SEEKING IN THIS CASE, AND IN ESSENCE, REFERRED TO IT AS
9 BROAD. WHEN I FIRST APPROACHED THIS, I THOUGHT IT WAS
10 BROAD, TOO, BUT ON REFLECTION, WHEN I HEAR EVERYTHING
11 THAT'S GONE ON HERE AND THE CONDUCT AND THE BACKGROUND AND
12 FOUR YEARS OF MR. YANNY REPRESENTING THE CHURCH, I LOOKED
13 AT THE ORDER AGAIN, AND IN TALKING ABOUT REPRESENTING
14 ARMSTRONG AND REPRESENTING AZNARANS, YOU KNOW, YOUR HONOR,
15 THE ONLY THING THAT WE ARE SEEKING IN THIS MATTER IS A VERY
16 SIMPLE AND REALLY QUITE A NARROW ORDER.

17 IT DOESN'T HAVE ANYTHING TO DO WITH MR. YANNY
18 PREPARING HIS OWN DEFENSE OR TALKING TO HIS WITNESSES.
19 IT'S REALLY -- I HATE TO USE THIS EXPRESSION; IT GOES BACK
20 TO MY DAYS IN THE DOMESTIC RELATIONS DEPARTMENT -- IT'S
21 ALMOST LIKE A BEATING-YOUR-WIFE ORDER. BUT IT IS JUSTIFIED
22 IN THIS SITUATION.

23 IT SEEKS ONLY TWO THINGS: TO PRECLUDE HIM
24 FROM BREACHING HIS FIDUCIARY DUTY BY DISCLOSING INFORMATION
25 HE LEARNED DURING HIS EMPLOYMENT; THE SECOND THING IT TALKS
26 ABOUT IS TAKING PART IN ANY ACTIVITY WHICH WOULD VIOLATE
27 HIS FIDUCIARY DUTY OF LOYALTY. THAT'S ALL IT ASKS ABOUT.
28 HE OUGHT TO BE ABLE TO COMPLY WITH THAT.

000849

1 THE REASON I THINK WE'RE ENTITLED TO IT IS
2 THE BACKGROUND AND THE COURSE OF CONDUCT SUBSEQUENTLY SHOWS
3 IN YANNY I AND HIS SUBSEQUENT CONDUCT THAT THAT IS A
4 LIKELIHOOD AND A STRONG POSSIBILITY AND HAS, IN FACT,
5 OCCURRED, ESPECIALLY IN THE AZNARAN CASE. AND BASED ON
6 THAT, THAT'S ALL WE'RE ASKING; IS FOR THAT KIND OF AN ORDER
7 WHICH IS ACTUALLY HIS ONLY OBLIGATION.

8 THE COURT: MR. DRESCHER.

9 MR. DRESCHER: YOUR HONOR, I NEED TO BRING TO YOUR
10 ATTENTION THE FACT THAT -- I DON'T KNOW -- IT JUST STRIKES
11 ME THAT IF PEOPLE REALLY HAVE SOME KIND OF OPPOSITION TO
12 SOMETHING, THEY'D COME OUT AND DO IT.

13 MR. YANNY -- AND FRANKLY, JACK AND I HAVE
14 TALKED ABOUT IT AND WE'RE BOTH SICK OF IT. WE'RE BOTH SICK
15 OF THAT MAN OF ACCUSING US OF ANYTHING CONCERNING THE
16 RECORD IN FRONT OF THIS COURT, BUT PARTICULARLY WHEN HE
17 KEEPS COMING BACK TO THIS MOTION, OF SOME SORT OF UNETHICAL
18 CONDUCT WHICH MR. QUINN AND I PARTICIPATED IN.

19 AND HE GOT THE AZNARANS TO SIGN A DECLARATION
20 TO THAT EFFECT. BUT NOW, THE AZNARANS DON'T THINK SO. THE
21 ISSUE AROSE AGAIN IN FRONT OF JUDGE IDEMAN CONCERNING THE
22 CIRCUMSTANCES OF MR. YANNY ASSUMING THEIR REPRESENTATION,
23 MORE PARTICULARLY, THE AZNARANS FIRING OF FORD GREEN.

24 I HOLD IN MY HAND DECLARATIONS FILED AND
25 SIGNED THE 31ST OF JULY BY THE AZNARANS. NOW, IF THEY WERE
26 TELLING YOU THE TRUTH ABOUT WHO DID WHAT TO WHOM, IT WOULD
27 BE THE SAME STORY THAT THE AZNARANS TOLD IN THE EARLIER
28 DECLARATIONS THAT ARE BEFORE THE COURT, BUT IT'S NOT.

000850

1 NOW, THE AZNARANS, AFTER MR. YANNY'S BEEN
2 BOUNCED OUT FOR DELIBERATELY CONSPIRING TO DERIVE THAT
3 CASE, THE AZNARANS HAVING BEEN CAUGHT IN THE ACT, AND YANNY
4 BOUNCED, HAVE HAD TO GO TO SOME BACK VERSION OF THE TRUTH,
5 SO THIS GREAT UNETHICAL -- THEY BOTH SAY, QUOTE (READING):

6
7 "PREVIOUSLY, I WAS SUFFICIENTLY
8 CONCERNED ABOUT MR. GREEN'S ABILITY TO HANDLE
9 AND MAINTAIN THE TRIAL OF MY CASE; THAT I
10 REPLACED HIM WITH MYSELF IN PRO PER AND THEN
11 SUBSTITUTED JOSEPH YANNY. NOW THAT
12 EXPERIENCED TRIAL COUNSEL HAS BEEN RETAINED,
13 I DO NOT FORESEE ANY FURTHER CHANGES IN
14 REPRESENTATION."

15
16 I'D LIKE TO SUBMIT COPIES OF THOSE BECAUSE,
17 YOUR HONOR, THEY'RE JUST NOT LEVELING WITH YOU. THEY'RE
18 GOING TO SAY WHATEVER THEY CAN SAY TO TRY TO AVOID WHAT'S
19 COMING TO THEM, AND IT'S TIME IT COME TO A STOP, AND BEYOND
20 THAT --

21 MR. YANNY: CAN WE HAVE A COPY?

22 MR. DRESCHER: YES. WE CAN GET YOU A COPY FROM THE
23 BACK.

24 IT ALSO OUGHT TO BE CLEAR THAT IF THERE WERE
25 REALLY SOME SORT OF DEFENSE, YOU WOULDN'T BE CONFRONTED
26 OVER AND OVER AGAIN WITH THE WHALING ABOUT THINGS THAT HAVE
27 NOTHING TO DO WITH THIS CASE.

28 THEY WOULDN'T BE CREATING ISSUES THAT DON'T

000851

1 EXIST TO TRY TO KNOCK THEM DOWN IN THEIR BRIEFS. THEY
2 WOULDN'T HAVE TO SCRAMBLE FOR MR. YANNY DRAGGING UP WHAT
3 HE'S DOING TO MR. RATHBUN AND EMPLOYEES. THEY WOULDN'T
4 HAVE TO TRY TO DECEIVE YOU WITH COMMENTS LIKE JACK QUINN
5 AND I WERE TRYING TO ACT UNETHICALLY.

6 THEY WOULDN'T TRY TO STRIKE YOU WITH YOUR
7 STATEMENT -- MR. YANNY'S STATEMENT TO YOU THE LAST TIME
8 THAT JUDGE IDEMAN THOUGHT SO LITTLE OF THE DISQUALIFICATION
9 MOTION, HE WOULDN'T EVEN LOOK AT IT. WELL, THE FIRST DAY
10 HE WAS BACK, HE NOT ONLY LOOKED AT IT; HE FIXED IT, AND
11 THEY WOULDN'T DECEIVE YOU WITH SOME KIND OF MOTION TO THAT.

12 THEY WOULDN'T TRY TO DECEIVE YOU WITH SOME
13 SORT OF NOBILITY GOING ON HERE, BECAUSE MR. YANNY NEVER HAD
14 TO QUALIFY ABOUT ANYTHING TO DO WITH THESE CLIENTS. HE'S
15 POCKETED 2.2 MILLION. THEY PAID HIM TO BE THEIR LAWYER,
16 AND NOW, HE'S TRYING TO ADD TO THAT, AND HE'S TRYING TO DO
17 IT AT THE EXPENSE OF THOSE CLIENTS, AND THAT'S EXACTLY WHAT
18 WE'RE COMPLAINING HERE ABOUT.

19 MR. VAN SICKLE: THAT EMOTIONAL TIRADE ASIDE, THOSE
20 ARE THINGS THAT, AT BEST, NEED TO BE DETERMINED IF THIS
21 CASE EVER PROCEEDS ON THE MERITS, AND WE DO HAVE YANNY II;
22 OF THOSE THAT WERE SHOT DOWN IN YANNY I.

23 BUT ISSUES SUCH AS WHO'S RIGHT AND WHO'S
24 WRONG; AND JOE HAS HIS INTERPRETATION, THEY HAVE THEIR
25 INTERPRETATION ON HOW THE AZNARANS WOUND UP IN PRO PER.
26 THE BOTTOM LINE WAS THE AZNARANS WOUND UP IN PRO PER WITH
27 ABOUT 1,000 PAGES OF SUMMARY JUDGMENT MOTION AND YANNY FELT
28 THE NEED TO FIX IT.

000852

1 BUT IN ANY EVENT, WE GO BACK TO THE BASIC
2 ISSUES WHICH THIS IS A PRELIMINARY INJUNCTION. THIS IS NOT
3 A TRIAL ON THE MERITS. AND THEY'RE COMING IN SEEKING A
4 PRELIMINARY INJUNCTION THAT THE COURT, I THINK IN THE PAST,
5 HAS SEEN THEM ABUSE.

6 THEY COME IN AND SAY, WHAT'S THE HARM, WHAT'S
7 THE HARM, WHAT'S THE HARM. THEY SEEK A PRELIMINARY
8 INJUNCTION. THEY THEN DEFY -- THEY MAKE IT NOT ONLY
9 AGAINST MR. YANNY, BUT HIS LAWYERS, EVERYBODY THAT WORKS
10 WITH HIM. THEY PUT A PARAGRAPH IN ABOUT EVERYBODY THAT'S
11 ACTING IN CONCERT.

12 THEY MENTION KEN ROSE, A DECLARATION WHICH IS
13 A COMPLETE FABRICATION. THE NEXT THING WE'RE GOING TO SEE,
14 WE'RE GOING TO SEE -- KEN ROSE IS HERE TODAY -- KEN ROSE
15 DEPOSED IN THIS CASE, EVEN THOUGH HE HAS NOTHING TO DO WITH
16 IT.

17 YESTERDAY, I SAW ANOTHER EXAMPLE OF CLEAR
18 ABUSE IN THE ROXANNE FRIEND CASE. THEY NOTICED THE
19 DEPOSITIONS OF THE WHITFIELDS. ANOTHER COUNSEL. THEY'RE
20 AT WAR WITH THE PROBLEM AND THEY'RE NOT COMING IN AND
21 MEETING THEIR BURDEN. THERE'S A LOT OF NAME CALLING, A LOT
22 OF EXCITEMENT, BUT THEY'RE COMING IN AND SEEKING A
23 PRELIMINARY INJUNCTION, AND WE'VE GOT A DEFENSE, AND WE PUT
24 IN THERE FACTUALLY THAT DIDN'T HAPPEN. WHAT HAPPENED?

25 WE WERE IN THE AZNARAN CASE, BRIEFLY. WE'RE
26 OUT. WE HAD A REASON. IT WAS A GOOD REASON. WE NEVER
27 REPRESENTED ARMSTRONG. THAT'S ALL THERE IS.

28 NOW, ALL THIS TALK ABOUT BACK AND FORTH AND

000853

1 THE RATHBUNS IS RIDICULOUS. DECLARATIONS ASIDE, THOSE ARE
2 THINGS THAT THE COURT CAN WEIGH OR THE JURY CAN WEIGH, IF
3 WE DON'T GET THIS THING BOUNCED ON THE PRELIMINARY
4 INJUNCTION.

5 WHERE IS THE BEEF?

6 IT'S NOT THERE.

7 THE COURT: THE COURT, AFTER HEARING ARGUMENT AND
8 READING THE DOCUMENTS OF COUNSEL, DOES THE FOLLOWING:

9 INSOFAR AS THE TRO IS CONCERNED, THE COURT
10 FINDS THAT IT IS TOO BROAD IN NATURE, THEREFORE, THE COURT
11 WILL DO THE FOLLOWING:

12 THE COURT FINDS THAT THERE IS A LIKELIHOOD
13 THAT THE PLAINTIFFS WILL PREVAIL IN THIS MATTER AGAINST MR.
14 YANNY AND, THEREFORE, AND ALSO, THAT IN LIGHT OF MR.
15 YANNY'S STATEMENT THAT HE DOES NOT REPRESENT ARMSTRONG,
16 THAT HE SHOULD NOT BE, THEREFORE, CONCERNED WITH A
17 PRELIMINARY INJUNCTION.

18 THE COURT RULES THAT YANNY -- THE COURT NOTES
19 THAT YANNY REPRESENTED THE PLAINTIFFS FOR SEVERAL YEARS AND
20 NOW HAS APPEARED AS COUNSEL FOR THE AZNARANS IN THE FEDERAL
21 COURT AGAINST HIS FORMER CLIENTS, THE PLAINTIFFS, WITHOUT
22 THEIR CONSENT IN VIOLATION -- APPEARS TO BE IN VIOLATION OF
23 BUSINESS AND PROFESSIONS CODE 6068(E) AND RULES OF
24 PROFESSIONAL CONDUCT 3-310(D).

25 THE COURT IN ITS STATEMENT OF DECISION IN
26 CASE NO. 690211, THE YANNY ONE CASE, OBSERVED THAT
27 DEFENDANT YANNY MANIFESTED, QUOTE, "READY WILLINGNESS TO
28 DISREGARD LEGAL ETHICAL RESPONSIBILITIES OWED TO HIS FORMER

000854

1 CLIENT," CLOSED QUOTE.

2 YANNY HAS APPEARED AS COUNSEL OF RECORD FOR
3 THE AZNARANS ON MATTERS SUBSTANTIALLY SIMILAR TO THOSE FOR
4 WHICH YANNY WAS ENGAGED TO SAFEGUARD FOR HIS CLIENTS THE
5 PLAINTIFFS.

6 THERE IS NO WRITTEN CONSENT BY DEFENDANTS TO
7 DO SO, NOR DOES IT APPEAR THAT PLAINTIFFS WILL EVER
8 CONSENT, AND ON THAT SCORE, YOU WILL SEE PAGES 8855 DAR,
9 8849 IN THE COMPLEX ASBESTOS LITIGATION CASE AS PREVIOUSLY
10 CITED AND IS IN THE POINTS AND AUTHORITIES.

11 THE COURT NOTES IN THE COMPLAINT ALLEGES THAT
12 YANNY REPRESENTS GERALD ARMSTRONG AGAINST THE PLAINTIFFS.
13 THIS FACT IS DISPUTED AND WILL BE DETERMINED AT TRIAL.

14 IN THE INTERIM, THE COURT NOTES THAT THE
15 PLAINTIFFS SEEK A PRELIMINARY INJUNCTION TO PREVENT YANNY
16 FROM REPRESENTING ARMSTRONG IN ANY ACTION AGAINST THE
17 PLAINTIFFS.

18 YANNY, AN ATTORNEY FOR PLAINTIFF, BROUGHT
19 LEGAL ACTION AGAINST -- EXCUSE ME -- STRIKE THAT.

20 YANNY DENIES THAT HE REPRESENTS ARMSTRONG, A
21 FACT WHICH WILL BE DETERMINED AT TRIAL. THEREFORE, YANNY
22 SHOULD NOT BE CAUSED TO COMPLAIN FOR A PRELIMINARY
23 INJUNCTION THAT PREVENTS HIM FROM REPRESENTING ARMSTRONG.

24 FINALLY, MR. YANNY'S STATEMENT OF THE DILEMMA
25 THAT HE FOUND HIMSELF IN WHEN HE CHOSE TO BECOME OF RECORD
26 FOR THE AZNARANS IN THE FEDERAL COURT, IT WOULD APPEAR THAT
27 WITHOUT THE CONSENT OF THE FORMER CLIENTS, THAT IT APPEARS
28 TO BE A MATTER SUBSTANTIALLY SIMILAR TO THOSE FOR WHICH HE

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1 REPRESENTED THE CHURCH AGAINST OTHERS, AND ALTHOUGH MR.
2 YANNY INSISTS THAT HE SAW IT HIS DUTY TO BECOME OF RECORD
3 FOR THE AZNARANS, IT APPEARS THAT, AT LEAST FOR THE
4 PURPOSES OF THIS HEARING, THAT MR. YANNY DID VIOLATE THE
5 RULES OF PROFESSIONAL CONDUCT BY NOT OBTAINING CONSENT --
6 AND I SAY, IT APPEARS TO -- AND THAT'S THE POSTURE THAT I
7 MAKE AT THIS TIME -- THAT IS THE RULING THAT I MAKE AT THIS
8 TIME.

9 THEREFORE, THE COURT FINDS THAT THERE'S A
10 LIKELIHOOD THAT THE PLAINTIFFS WILL PREVAIL IN THIS MATTER,
11 AND THAT THE MONEY DAMAGES ARE NOT ADEQUATE.

12 A PRELIMINARY INJUNCTION WILL ISSUE, NARROW
13 IN SCOPE. THAT IS TO SAY, THAT MR. YANNY SHALL NOT
14 REPRESENT THE AZNARANS DIRECTLY OR INDIRECTLY IN ANY CASE
15 AGAINST PLAINTIFFS, IN ANY CASE IN THIS COUNTY.

16 NEXT: YANNY MAY NOT INITIATE ANY LEGAL
17 PROCEEDINGS FOR AZNARANS AGAINST THE PLAINTIFFS WITHIN THE
18 STATE OR FEDERAL COURT OF THIS STATE.

19 NEXT: ANY ACTIONS ALREADY FILED BEFORE JULY
20 31ST, '91 IN WHICH YANNY IS OF COUNSEL FOR AZNARANS SHALL
21 BE SUBJECT TO AN INDIVIDUAL MOTION TO DISQUALIFY IN THAT
22 COUNTY, SHOULD THERE BE ONE.

23 THE POINT IS THAT THIS PRELIMINARY INJUNCTION
24 PRECLUDES YANNY FROM INITIATING ANY CASE WHERE HE IS OF
25 COUNSEL OF RECORD FOR THE AZNARANS IN THIS STATE.

26 INsofar AS GERALD ARMSTRONG IS CONCERNED, A
27 PRELIMINARY INJUNCTION WILL ISSUE THAT YANNY NOT REPRESENT
28 ARMSTRONG DIRECTLY OR INDIRECTLY IN ANY LEGAL PROCEEDING

1 AGAINST PLAINTIFFS WITHOUT PLAINTIFFS' PRIOR WRITTEN
2 CONSENT OR FURTHER COURT ORDER.

3 THAT YANNY NOT INITIATE ANY LEGAL PROCEEDING
4 IN ANY COURT OF THIS STATE OR IN THE FEDERAL COURT FOR
5 YANNY AGAINST -- FOR ARMSTRONG AGAINST THE PLAINTIFFS.

6 AND NEXT: IN ANY ACTION THAT MAY HAVE BEEN
7 FILED PRIOR TO JULY 31ST, '91 BY YANNY IN FAVOR OF
8 ARMSTRONG AGAINST THE PLAINTIFFS; THAT THAT MATTER SHALL BE
9 A SUBJECT OF AN INDIVIDUAL MOTION TO DISQUALIFY IN SUCH
10 OTHER COUNTY SHOULD THAT CASE HAVE BEEN FILED.

11 THE COURT HAS NARROWED THE INJUNCTION SO THAT
12 IT PRECLUDES MR. YANNY AND YANNY CORPORATION FROM
13 REPRESENTING THE AZNARANS AS COUNSEL, AND THAT MEANS
14 DIRECTLY OR INDIRECTLY.

15 WITHOUT ENUMERATING THE MANY INSTANCES WHERE
16 CONDUCT IS ALLOWED, THE GENERAL IMPORT OF THIS PRELIMINARY
17 INJUNCTION IS NOT TO PRECLUDE ASSOCIATION. IT'S NOT TO
18 PRECLUDE EMPLOYMENT. IT'S NOT TO PRECLUDE MR. YANNY'S
19 RELIGIOUS ACTIVITIES, IF THERE ARE ANY, AND IT IS NOT AN
20 ATTEMPT BY THIS COURT TO RESTRAIN ASSOCIATION, BUT RATHER,
21 IT'S A LIMITED INJUNCTION THAT PRECLUDES REPRESENTATION OF
22 THESE TWO OR THREE ENTITIES, THE TWO AZNARANS AND MR.
23 ARMSTRONG, AS LAWYERS IN A CASE, OR NOT REPRESENTING HIM AS
24 A LAWYER, AND NOT TO DO IT DIRECTLY OR INDIRECTLY, SUCH AS
25 THROUGH ANOTHER LAWYER.

26 HAVING SAID THAT, MR. DRESCHER, A NEW ORDER
27 WILL ISSUE CONSISTENT WITH THE COURT'S COMMENTS, MAKING IT
28 A VERY NARROW, LIMITED ONE, AS I'VE OUTLINED.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 41

HON. RAYMOND CARDENAS, JUDGE

RELIGIOUS TECHNOLOGY CENTER, A
CALIFORNIA NON-PROFIT RELIGIOUS
CORPORATION; CHURCH OF SCIENTOLOGY
INTERNATIONAL, A CALIFORNIA NON-PROFIT
RELIGIOUS CORPORATION; AND CHURCH OF
SCIENTOLOGY OF CALIFORNIA, A
CALIFORNIA NON-PROFIT RELIGIOUS
CORPORATION,

PLAINTIFFS,

VS.

JOSEPH A. YANNY, AN INDIVIDUAL;
JOSEPH A. YANNY, A PROFESSIONAL LAW
CORPORATION; AND DOES 1 THROUGH 25,
INCLUSIVE,

DEFENDANTS.

SUPERIOR COURT
CASE NO. BC 033035

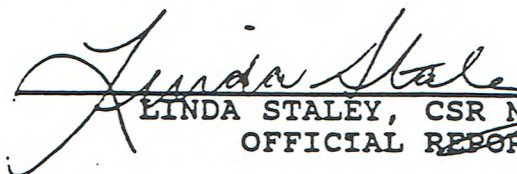
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

I, LINDA STALEY, OFFICIAL REPORTER OF THE
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY
OF LOS ANGELES, DO HEREBY CERTIFY THAT THE FOREGOING PAGES
1 THROUGH 38, INCLUSIVE, COMPRISE A TRUE AND CORRECT
TRANSCRIPT OF THE PROCEEDINGS TAKEN IN THE ABOVE-ENTITLED
MATTER REPORTED BY ME ON AUGUST 6, 1991.

DATED THIS 20TH DAY OF AUGUST 1991.

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LINDA STALEY, CSR NO. 3359
OFFICIAL REPORTER

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Exhibit G

Declaration of Gerald Armstrong

I, Gerald Armstrong, declare:

1. I have been advised by attorney Joseph A. Yanny that he has been sued by one or more Scientology entities, hereinafter referred to as "the organization," for inducing me to breach a settlement agreement I entered into with the organization in December 1986. I am making this declaration to show that this allegation is in every respect untrue.

2. I received a telephone call from Mr. Yanny to my answering machine on or about July 10, 1991. He left a message which simply said, "I need your help." I

(2)

called him back at which time he reiterated his request for my help and explained that because of organization machinations (which have been detailed in other declarations by other parties), Rick and Vicki Aznaran, plaintiffs and counter-defendants against the organization had been induced to fire their attorney, Ford Greene, and that Mr. Yanny had come into the case to ensure they had legal representation. Mr. Yanny also expressed during this conversation some personal concerns, which will remain private and confidential

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(2)

between Mr. Yonny and me.

3. I told Mr. Yonny at that time that I would help and that I would travel to Los Angeles on July 12. & I asked him for five hundred dollars to cover my expenses, and told him he could consider it as purchase of stock in the Gerald Armstrong Corporation (TGAC). I also counseled Mr. Yonny at that time regarding his personal spiritual difficulties. (TGAC is a California Corporation in which, although it bears my name and I am its active officer,

(4)
I own no stock.)

4. I did travel to
Los Angeles, did stay at
Mr. Yanny's home, did
work in his office on
July 15 and 16, and did
write and execute a
declaration on July 16 giving
my knowledge of the
effect of the December 1986
group settlement agreements
on the ability of the
Czranone and other indivi-
duals victimized by the
organization to obtain
proper legal representation.
I also discussed with
Mr. Yanny literary and

(5.)

artistic matters, areas of the law, as a copyright and trademark attorney, in which he has expertise. The majority of my time with Mr. Yonny concerned spiritual matters, an area in which I have expertise.

5. I refer this Court to my declarations of March 15, 1990 and December 25, 1990, and the exhibits thereto. These declarations detail the circumstances at the time of the December 1986 settlement and the many instances subsequently

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⑥
when I was attacked
or threatened by the
organization in violation
of the settlement agreements.
These declarations make it
very clear that I consider
I have a right to counter
the organization's attacks,
to speak out against
its policy of "fair game"
and assaults on the
basic rights of individuals,
and to assist those
whom I would depend
on for protection against
the organization's legal
and extra-legal might
and antisocial acts.
It is therefore the org-

(7.)

organization itself which induced me, if I was induced by any human agency to do anything which the organization might consider a breach of the settlement agreement.

6. But more than a desire to protect myself or right the organization's unjust acts towards me, however, I helped Mr. Yanny for the simple reason that he asked. I will do the same for anyone. The organization is aware of this fact because it received my letter of

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(8)

June 21, 1991, a copy of which will accompany this declaration as Exhibit 1, and acknowledged the letter's receipt in their letter of July 3, 1991, a copy of which will accompany this declaration as Exhibit 2. It is not only the right of all men to respond to requests for help, it is our essence. If I was induced, therefore, to help Mr. Yanny, or anyone else, it was our Creator who induced me. Mr. Yanny, unlike the organization, was not aware of my dedication to helping my fellow humans, did not know of my June

000867

(9)
21, 1991 letter, is acted
in innocence.

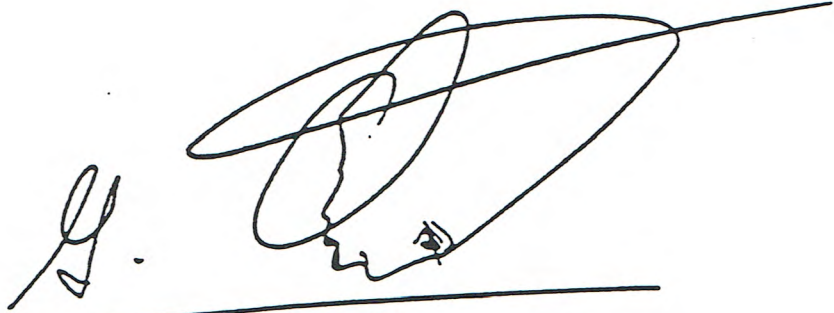
7. I do not ask for
or expect a fee for my
help, although generally
I do not refuse whatever
is given me. I know
that I am sustained
completely by the Great
Coordinator Who sends to
me whomever He wants me
to help. I therefore can-
not be induced by money
or whatever anyone can
offer me.

I declare under the
pain and penalty of perjury
under the laws of the
State of California that
the foregoing is true and

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correct.

Executed this 19th day
of July at New York, New
York.



Gerald Armstrong



DECLARATION OF JOSEPH A. YANNY

I, Joseph A. Yanny, make the following declarations from personal knowledge and could competently testify as set forth below if called upon to do so.

1. Declarant is a member in good standing of the California State Bar.

2. I am not an attorney in fact or of record in any case between Gerald Armstrong and any Church of Scientology entity, nor have I been consulted in that regard by either Scientology or Mr. Armstrong with respect to his litigation. I am informed that Mr. Armstrong has done quite well without me. I am informed that the court of appeals has recently issued an opinion on July 29, 1991 in that regard.

3. Mr. Armstrong has consulted me on literary matters involving questions of intellectual property. I decline to disclose the substance of that consultation further, but I will note, however, for the record, that that consultation had nothing at all to do with Scientology and had no relationship at all to anything I ever worked on for Scientology.

4. I have considered employing and have employed Mr. Armstrong as a paralegal from time-to-time in the past. I believe it would be inappropriate, if not illegal, to require that I not employ ex-Scientologists. Mr. Armstrong's views on Scientology should not cost him employment with my firm or elsewhere.

5. In addition, Mr. Armstrong is a potential witness in litigation I am contemplating against Scientology and in the Aznaran case. For example, Scientology has recently libeled me by

1 publishing materials that, among other things, falsely represent
2 that I was found to be taking drugs and was "unable to maintain an
3 acceptable level of performance and professional conduct." In the
4 context of discussing the litigation, the libelous statement is made
5 that, "Yanny proceeded to break attorney-client confidences." The
6 litigation is described as "concerning his breach of contractual
7 agreement." (The text will be offered at the hearing.) These
8 claims are libelous per se. I anticipate that Mr. Armstrong may be
9 a witness in the resulting litigation. Mr. Armstrong and the
10 undersigned share the common problem of having been sued maliciously
11 by the plaintiffs herein and is a prospective witness in that
12 regard.

13 6. I have reviewed the purported declaration of Marty
14 Rathbun filed by plaintiffs in support of their request for
15 injunctive relief. The declaration is essentially a fabrication.
16 It is a false description of the conversations I had with Mr.
17 Rathbun on that date. I address what was actually said below. At
18 no time during those conversations did I make any "admissions" to
19 Mr. Rathbun. I have not breached any remaining fiduciary duties,
20 nor have I "confessed" any breaches to Reverend Rathbun. The
21 allegations concerning Ken Rose are particularly bizarre. I have
22 never even met Ken Rose and do not believe I have ever spoken to
23 him. I do not know who he is or what he may doing to make himself
24 a target. I certainly did not discuss him with Mr. Rathbun.

25 7. On the day in question, Friday, July 21, 1991, I had
26 two discussions with Mr. Rathbun. The principal discussion took
27 place in the courthouse cafeteria during the afternoon. Mr. Rathbun
28 approached me and attempted to engage me in conversation. It is now

000872

1 apparent that Mr. Rathbun was attempting to initiate a conversation
2 so that he could offer a false declaration as part of Scientology's
3 mission to attack and destroy the undersigned.

4 8. I also spoke with Mr. Rathbun for several minutes
5 outside the courthouse towards the end of the day. During this
6 brief conversation, Mr. Rathbun commented that this suit was a
7 "grand waste of time." He sarcastically commented, "Can you afford
8 it?" He then added that I was going to go through the same thing
9 again. When I asked him what he meant, his response was, "You
10 know," - an obvious reference to the ordeal of past litigation.
11 I commented to Mr. Rathbun that they were getting beaten in all of
12 the litigation, and that this would continue, because they were
13 criminal and that virtue does eventually triumph in the end. I also
14 remarked that I had seen them attempt to ruin a number of lawyers
15 previously employed by them under similar circumstances, i.e., Barry
16 Litt, Mike Levanus, etc. As to the comments alleged in Mr.
17 Rathbun's declaration, they simply did not occur.

18 9. Earlier in the day, Mr. Rathbun approached me in the
19 cafeteria and engaged me in conversation. He started by remarking
20 that I was "basically a good person" and that they could see to it
21 that I "came out of this okay." Mr. Rathbun then tried to disavow
22 or downplay certain criminal or inappropriate activities, such as
23 stealing medical records and break-ins. I told him to drop the PR
24 pitch, because I was there and knew better.

25 10. During this same conversation, Mr. Rathbun stated
26 that I needed to accept my responsibility for certain things. Mr.
27 Rathbun commented that, back when the relationship deteriorated,
28 "Everything was going south on us." I responded that if he would

1 look at the record he would note that I had obtained good results
2 for them. The problem was that I insisted on exercising my
3 professional judgment rather than blindly following their orders.
4 When I would not go along with some of their more questionable
5 activities or tactics, they questioned my loyalty more than the
6 quality of legal services.

7 11. Mr. Rathbun also stated that I had to accept my
8 "overts" towards them. I indicated that I knew the whole point of
9 the exercise was to ruin me. Pursuant to "tech," they had to "dead
10 agent" me because I had disagreed with their criminal activities and
11 knew too much about them. Accordingly, it was necessary for them
12 to discredit me as a source of unfavorable information.

13 12. With respect to the Aznaran case, Mr. Rathbun's
14 declaration on this point is simply more fabrication or distortion.
15 I stated to Mr. Rathbun that what they had done to the Aznarans was
16 foul play. While they were telling the Aznarans that they wanted
17 to settle their case, in truth Scientology was poising to file
18 lengthy and complex summary judgment motions at a time when the
19 Aznarans were in propria persona. Scientology not only filed
20 hundreds of pages of moving papers when the Aznarans were in pro
21 per, they would not even stipulate to extensions of time for
22 responsive papers. Scientology was attempting to reap a windfall
23 by default in the courts. As an officer of the courts I was
24 compelled to test the issue of whether I could represent the
25 Aznarans.

26 13. Mr. Rathbun's response was reminiscent of the "Fair
27 Game" policy. He did not deny that they were playing dirty pool.
28 Mr. Rathbun commented that since the Aznarans had sued Scientology,

1 they deserved whatever treatment they received from Scientology.
2 I told Mr. Rathbun that as an officer of the court I felt a duty to
3 see to it that their dirty tricks did not bring about a miscarriage
4 of justice. I informed Reverend Rathbun that he, too, had a duty
5 to see to it that everyone obtained due process, and that this
6 included the Aznarans.

7 14. Mr. Rathbun remarked that I apparently expected him
8 to "go into agreement with the universe." I told him that he did
9 not have to go into agreement with the universe, but that he had to
10 deal with it and should do so within the rules. I told Reverend
11 Rathbun that despite some of his criminal attitudes, he really was
12 basically a good person and that if he ever came to his senses he
13 would no doubt find himself locked up in the desert for it, just
14 like Vicki was. I told him that if such a thing should occur, to
15 make sure he kept my telephone number in a safe place, because he
16 would be welcome in my house as a place of refuge.

17 15. During my conversations with Mr. Rathbun, I mentioned
18 the "RICO" case referred to in Paragraph 2(a) of Mr. Rathbun's
19 declaration. I mentioned to Mr. Rathbun that I had heard that
20 things were not going well for them in that case. I am aware that
21 the court has entered evidentiary sanctions for Scientology's
22 refusal to produce documents and apparent destruction of relevant
23 evidence. It has also come to my attention that Scientology has
24 suffered some serious set-backs recently in that case. These are
25 matters of public record, which are monitored by myself and others.
26 That Scientology would consider it inappropriate for me to know such
27 things only evidences their paranoia.

28 16. I am interested in such developments for several

1 reasons. First, Scientology has recently defamed me again by
2 asserting that I performed incompetently. I believe an examination
3 of events would reveal that the RICO case went well for Scientology
4 when I was working on it. Since my departure from the case,
5 Scientology's position has substantially deteriorated.

6 17. With respect to Mr. Rathbun's comments at Paragraph
7 2(c), this is a false repetition of the old claim that I am somehow
8 responsible for Bent Corydon's litigation. Mr. Corydon is a long-
9 time critic of Scientology and author of L. Ron Hubbard: Messiah or
10 Madman? I applaud Mr. Corydon for standing up to and exposing these
11 idiots. Mr. Rathbun's declaration on this point is simply another
12 fabrication. Further, the comments are somewhat strange in that it
13 is my understanding that Mr. Corydon has recently settled his
14 litigation with Scientology.

15 18. Contrary to the Rathbun declaration, I have not been
16 nor have I made representation that I have been coordinating and
17 agitating former church members to generate adverse publicity. This
18 again evidences their propensity to see conspiracies everywhere.
19 I certainly did not make such a claim to Mr. Rathbun.

20 19. I am not in a position to make most existing
21 adversaries of the church "go away." I did not make that claim to
22 Mr. Rathbun. Mr. Rathbun has apparently distorted our conversation
23 into whatever false statements he feels he needs to make in order
24 to succeed before this court and is acting in conformity with the
25 "Fair Game" policy previously recognized by this court in, as
26 Scientology calls it, the Yanny I litigation, and most recently by
27 the court of appeals in the Armstrong decision, which I will supply
28 a copy of to this court at the time of the hearing of this matter.

1 "Reverend" Rathbun is a Scientologist, perceives me as an enemy, and
2 consequently will lie, cheat, and do anything he needs to, per
3 policy, to destroy the undersigned. I can only explain the contents
4 of his declaration in that fashion. This court has previously dealt
5 with his testimony and should give it as much weight now as it did
6 then.

7 20. With respect to the Aznaran case in federal court,
8 I properly reacted to what I perceived to be a crisis situation
9 created by Scientology and previously documented to this court. I
10 would have preferred not to have become involved. However, it was
11 and is my professional opinion that as an officer of the court it
12 was appropriate for me to have entered an appearance in that case
13 and allow the appropriate "case-by-case" determination to be made
14 in the appropriate court. In the alternative, I was faced with a
15 possible miscarriage of justice occurring without the undersigned
16 even testing the water as to whether there was anything I could do
17 about it. It was and remains the right thing to have done under the
18 rather unusual and perverted circumstances confronting me. The
19 decision to test the issue was not taken lightly. I expected a
20 motion to disqualify me; however, I also expected an opportunity to
21 present my defenses to such a motion which, although unusual, are
22 substantial. Among other things, there has been a substantial
23 waiver of privilege by Scientology's attacks on and defamation of
24 the undersigned. The Aznaran case is not substantially related to
25 my previous work for Scientology. Unfortunately, Judge Ideman acted
26 without hearing any arguments or proof on the issues of waiver and
27 substantial relationship.

28 21. In many respects this is a tempest in a teapot. In

1 addition to being seen with Gerald Armstrong, I filed an appearance
2 in the Aznaran case. I sought an extension of time in which to
3 respond to summary judgment motions first from opposing counsel and
4 then from the court. I suggested to Mr. Quinn that they continue
5 the summary judgment hearings until such time as the Aznarans'
6 representation could be straightened out. Scientology declined that
7 most reasonable suggestion. Accordingly, I filed motions to obtain
8 extensions of time. Ultimately, the court revoked the substitution
9 of attorney and reinstated Ford Greene as counsel of record.
10 Presumably, Mr. Greene is responding to pending motions.

11 22. My appearance in the Aznaran case was so transitory
12 that I was personally never in possession of the file. Under the
13 circumstances, I never had an opportunity to do any work on the
14 merits of the case. No discovery or trial preparation was done
15 during my brief tenure as counsel of record.

16 I declare under penalty of perjury under the laws of the
17 State of California and the United States that the foregoing is true
18 and correct.

19 Executed on July 31, 1991, at Los Angeles, California.

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21 
22 JOSEPH A. YANNY
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DEPT.

DATE 07.31.91

HONORABLE Raymond Carasenas

JUDGE

G. HARVEY

DEPUTY CLERK _____

HONORABLE

JUDGE PRO TEM

J. SALLAMER

Deputy Sheriff
Court Attendant

NONE

Reporter E/R monitor
(Parties and counsel checked if present)

<p><u>Reliquios Technology Center, et al.</u> <u>vs.</u> <u>Joseph A. Yanny, et al.</u></p>	<p>Counsel for Plaintiff</p> <p>Counsel for Defendant</p>	<p><u>N/A</u></p> <p><u>N/A</u></p>
---	--	--

NATURE OF PROCEEDINGS.

RULING ON SUBMITTED MATTER AD NO T.D.

The Court, after reconsideration of its order of 7-24-91 denying a Temporary Restraining Order sought by plaintiffs, without further hearing, vacates the above mentioned ruling and grants the temporary Restraining Order sought by plaintiffs.

After deleting paragraph 3 of the proposed order submitted by plaintiffs, the Court executes said order this date.

The hearing with respect to a preliminary injunction remains scheduled on 7/31/91 at 9:30 a.m. in Department 41.

A copy of this minute order is sent to counsel this date at the following addresses:

John Quinn
Quinn, Full, & Morrow
100 So. Grand Ave., 24th Floor
Los Angeles, California 90071

William Prescher
25675 Calabasas Road, Suite 332
Calabasas, California 91302

Laurie Bartilson
Bowles & Maxon
6235 Sunset Blvd., Suite 2000
Los Angeles, California 90028

Barry Van Sickle
Cummins & White
865 So. Figueroa
24TH Floor

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DEPT.

DATE 07/31/81

HONORABLE Raymond Cardenas JUDGE

G. HARVEY

DEPUTY CLERK

HONORABLE J. GALLAGHER JUDGE PRO TEM

Deputy Sheriff
Court Attendant

NONE

Reporter E/R monitor
(Parties and counsel checked if present)

Plaintiff	Defendant
Religious Technology Center, et al.	Counsel for Plaintiff
vs.	
Joseph A. Yanny, et al.	Counsel for Defendant

NATURE OF PROCEEDINGS.

LOS ANGELES, CALIFORNIA 90017
Joseph Yanny
Law Offices of Joseph Yanny
1945 Century Park East
Suite 1200
LOS ANGELES, CALIFORNIA 90067

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Exhibit J

1 John J. Quinn
2 QUINN, KULLY & MORROW
3 520 S. Grand Ave., 8th Floor
4 Los Angeles, CA 90071
5 (213) 622-0300

6 Attorneys for Plaintiff
7 CHURCH OF SCIENTOLOGY INTERNATIONAL

8 William T. Drescher
9 23679 Calabasas Road, Suite 338
10 Calabasas, California 91302
11 (818) 591-0039

12 Attorney for Plaintiff
13 RELIGIOUS TECHNOLOGY CENTER

14 Laurie J. Bartilson
15 Helena K. Kobrin
16 BOWLES & MOXON
17 6255 Sunset Blvd., Suite 2000
18 Los Angeles, CA 90028
19 (213) 661-4030

20 Attorneys for Plaintiff
21 CHURCH OF SCIENTOLOGY OF CALIFORNIA

22 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

23 COUNTY OF LOS ANGELES

24 RELIGIOUS TECHNOLOGY CENTER,
25 A California Non-Profit Religious
26 Corporation, CHURCH OF SCIENTOLOGY
27 INTERNATIONAL, a California
28 Non-Profit Religious Corporation,
29 CHURCH OF SCIENTOLOGY OF
30 CALIFORNIA, a California
31 Non-Profit Religious Corporation,

32 Plaintiffs,

33 v.

34 JOSEPH A. YANNY, an individual, and
35 JOSEPH A. YANNY, a Professional Law
36 corporation, and DOES 1-25,
37 inclusive,

38 Defendants.

FILED

Sept 18, 91

JAMES H. DEMPSEY, CLERK

BY

DEPUTY

NO. BC 033035

PRELIMINARY INJUNCTION

Date: None

Dept: 41

Time: None

Trial Date: Oct. 21, 1991

No motion cut-off

No discovery cut-off

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1 This matter came before the Court on August 6, 1991 on
2 plaintiffs' Application for Preliminary Injunction. The Court,
3 having read and considered the papers submitted by all parties in
4 support of and in opposition to that application, and having
5 heard the arguments of counsel, and being fully informed, now
6 makes the following findings:

7 1. Yanny represented the plaintiffs for several years in
8 a variety of different matters and acted as a coordinating
9 attorney for them during most of that time, coordinating
10 the majority of the litigation and many other legal matters in
11 which they were involved during that period.

12 2. In the Statement of Decision rendered by this Court on
13 July 18, 1990 in the prior case between these same parties,
14 Religious Technology Center, et al. v. Yanny, et al., LASC
15 Case No. C 690 211, the Court noted that Yanny had shown a ready
16 willingness to disregard legal and ethical responsibilities owed
17 to his former clients. It appears to the Court that Yanny has
18 now chosen to disregard this warning language and has directly
19 disregarded his ongoing responsibilities as plaintiffs' former
20 attorney. A breach of Yanny's fiduciary duties to plaintiffs has
21 now been directly manifested through Yanny's appearance as
22 counsel of record for Vicki and Richard Aznaran against his
23 former clients in Vicki Aznaran, et al. v. Church of
24 Scientology of California, et al., No. CV-88-1786 JMI(Ex) in
25 the United States District Court for the Central District of
26 California as to matters which are substantially similar to those
27 for which Yanny was formerly engaged by plaintiffs to safeguard
28 their interests. That representation of the Aznarans was

1 undertaken without plaintiffs' consent, written or verbal, in
2 violation of Business and Professions Code section 6068(e) and
3 Rule of Professional Conduct 3-310(D). It does not appear that
4 plaintiffs will ever consent to such representation of the
5 Aznarans by Yanny.

6 3. The Court also finds that the plaintiffs have alleged
7 that Yanny now represents another individual, Gerald Armstrong,
8 a litigation adversary of plaintiffs, against plaintiffs, and
9 that he does so without either the written or verbal consent of
10 any plaintiff. Although this allegation raises an issue which
11 is disputed and will be determined at trial, as Yanny denies
12 that his representation of Armstrong as to Armstrong's literary
13 matters is substantially related to his former representation of
14 plaintiffs, his denial of such representation shows that he has
15 no basis to protest issuance of a preliminary injunction against
16 such representation.

17 4. The Court further finds that there is a likelihood that
18 the plaintiffs will prevail on the merits of this matter, and
19 that money damages are not adequate.

20 NOW, THEREFORE, IT IS ORDERED THAT:

21 1. A preliminary injunction be and hereby is issued
22 enjoining defendants, Joseph A. Yanny and Joseph A. Yanny, A
23 Professional Law Corporation, from engaging directly or
24 indirectly in the following activities:

25 a) Yanny shall not represent the Aznarans directly or
26 indirectly in any case against plaintiffs in this county;

27 b) In any actions filed prior to July 31, 1991, in
28 which Yanny is counsel for the Aznarans against plaintiffs

1 or any other Scientology entity, Yanny shall be subject to
2 an individual motion to disqualify in that county;

3 c) Yanny is precluded from initiating any case in the
4 state or federal courts of this State as counsel for the
5 Aznarans;


6 d) Yanny shall not represent Armstrong directly or
7 indirectly in any legal proceeding against plaintiffs without
8 plaintiffs' prior written consent or further court order;

9 e) Yanny shall not initiate any legal proceeding on
10 behalf of Armstrong in any court of this state or federal court
11 of this state for Armstrong against the plaintiffs;

12 f) In any actions filed prior to July 31, 1991, in
13 which Yanny is counsel for Armstrong against plaintiffs
14 or any other Scientology entity, Yanny shall be subject to
15 an individual motion to disqualify in that county;

16 2. No bond is required of plaintiffs. Defendants
17 specifically requested that no bond be required.

18 DATED: ~~August~~ ^{Sept} 18, 1991

19 
20 RAYMOND CARDENAS, SUPERIOR COURT
21 JUDGE
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1 I, GERALD ARMSTRONG, declare and state that:

2 1. I am the defendant and cross-complainant in the
3 case of Church of Scientology of California vs. Gerald Armstrong,
4 Los Angeles Superior Court No. C420153. I was a member of
5 Scientology from 1969 to 1981 and have been involved in
6 litigation with various Scientology entities, hereinafter
7 referred to as "the organization", since 1982. I have testified
8 approximately 47 days in trials or depositions in at least 10
9 cases against Scientology. I am very knowledgeable in
10 Scientology litigation and operations, and am qualified to render
11 the opinion in Paragraph 7 below.

12 2. In 1985 and throughout 1986, I worked as a
13 paralegal in the law firm of Flynn, Joyce and Sheridan in Boston,
14 Massachusetts. I worked on all the organization-related
15 litigation handled by the firm during that period. Michael Flynn
16 was the prime mover in much of the organization-related
17 litigation throughout the United States until December 1986 when
18 he settled all the cases in which he was involved. I was
19 represented in Armstrong by Flynn, Joyce and Sheridan and the law
20 firm of Contos and Bunch in Woodland Hills, California until the
21 settlement.

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22 3. In a declaration I executed December 25, 1990,
23 which I filed in the California Court of Appeal in the
24 organization's appeal (Civ. No. B038975) from a Superior Court
25 ruling unsealing the Armstrong court file, which had been sealed
26 in December, 1986, I detailed the circumstances of and my
27 involvement in the settlement. In that declaration, I waived the
28 attorney-client privilege between Mr. Flynn and me only as to our

1 conversations concerning the settlement, and I reiterate that
2 waiver at this time, and extend it to include my other attorneys.

3 4. During the settlement negotiations and thereafter,
4 I learned from Mr. Flynn, and two other attorneys in both firms
5 which represented me in Armstrong, that all the attorneys who had
6 been involved in the organization-related litigation had agreed,
7 as part of the settlement, to not represent or assist anyone in
8 any future litigation against the organization.

9 5. Each of the law firms involved was also required,
10 as part of the settlement, to turn over to the organization its
11 Scientology-related documentary evidence, as was each of the
12 litigants. Each of the litigants, moreover, was required, as
13 part of the settlement, to not assist any aggrieved party in
14 future litigation against the organization, and to avoid service
15 of process in such litigation. These conditions are stated in
16 the settlement agreement I signed in December 1986, a copy of
17 which is marked and exhibited herewith as Exhibit "1".

18 6. Since the settlement, the organization's attorneys
19 have threatened me on six occasions that I would be sued if I
20 violated the settlement's restrictions. The organization
21 meanwhile has itself violated the letter and spirit of the
22 settlement regarding me on numerous occasions. I have detailed
23 these instances in my December 25, 1990 declaration and a
24 declaration I executed on March 15, 1990 which was also filed in
25 the above-referenced appeal.

26 7. The effects of the December 1986 settlement
27 agreements in the legal community and on future individuals
28 aggrieved by the organization are obvious. Potential attorneys,

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1 knowing or learning that they would be denied the documentary
2 evidence which had previously been available, denied assistance
3 from the key witnesses against the organization, and denied
4 assistance from the most knowledgeable attorneys in the world in
5 this field of litigation would be more than reluctant to accept
6 representation of aggrieved individuals. Add to that, the
7 general knowledge in the legal community of the harassive and
8 threatening practices of the organization toward adverse
9 attorneys, and the fact that well respected attorneys such as Mr.
10 Flynn had agreed to an unethical or illegal settlement to escape
11 the litigation, and it is no surprise that this country's
12 attorneys avoid representing the organization's many victims.
13 The victims are effectively cut off from communication with
14 witnesses and access to evidence, and their ability to obtain any
15 legal representation denied.

16 I declare under the penalty of perjury under the laws of the
17 United States and the State of California that the foregoing is
18 true and correct and based on my personal knowledge, except those
19 matters stated on information and belief, and as to those
20 matters, I am informed and believe them to be true.

21 Executed this 16th day of July, 1991, at Los Angeles,
22 California.

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26 GERALD ARMSTRONG
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1 I, GERALD ARMSTRONG, declare and state that:

2 1. I have made a previous declaration in this matter
3 and reiterate that I was a member of Scientology from 1969 to
4 1981 and involved in litigation with various Scientology entities
5 hereinafter referred to as "the Organization" since 1982 to the
6 present. I am familiar with many of the witnesses, attorneys and
7 victims who have been involved with various Scientology
8 litigations and I have previously met and recognize the voice of
9 Barry Van Sickle.

10 2. In the afternoon of July 16, 1991, I was present
11 at the Law Offices of Joseph A. Yanny when Mr. Yanny received a
12 telephone call from Mr. Barry Van Sickle which phone call was
13 placed upon the speaker phone. I heard the conversation between
14 Mr. Van Sickle and Mr. Yanny at that time and in its entirety.
15 During the course of the conversation, Mr. Van Sickle recounted
16 conversation that he had had with Messrs. Quinn and Drescher
17 regarding settlement of litigation between Bent Corydon and the
18 Organization. Mr. Van Sickle stated that he had attended a
19 number of such meetings at which settlement was discussed and
20 that, at one particular meeting, a settlement document was
21 transferred by Mr. Drescher to Mr. Van Sickle with respect to the
22 Corydon litigation.

23 3. Mr. Van Sickle stated that, during the course of
24 the aforementioned meeting, Messrs. Quinn and Drescher had state
25 that the objective of the settlement was to make peace. Mr. Van
26 Sickle stated that Mr. Drescher stated, while handing over the
27 settlement agreement, that he realized that the settlement
28 agreement, as proposed, was harsh in its terms. Mr. Van Sickle

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1 stated further that Mr. Drescher indicated that while he realize
2 it was unethical to suggest such a thing, it was the desire of
3 his clients to have Mr. Van Sickle and Ms. Toby Plevin out of th
4 Scientology litigation business.

5 I declare under the penalty of perjury under the laws of th
6 United States and the State of California that the foregoing is
7 true and correct and based on my personal knowledge, except thos
8 matters stated on information and belief, and as to those
9 matters, I am informed and believe them to be true.

10 Executed this 16th day of July, 1991, at Los Angeles,
11 California.

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15 GERALD ARMSTRONG
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Kind
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EX. M

000894

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, Standard,
Ernsky & Lieberman, P.C.
740 Broadway, Fifth Floor
New York, NY 10003-9518

AUGUST 1, 1991

Dear Mr. Lieberman:

Organization operatives filmed me yesterday at least in the following situations:

1. Talking to an employee of attorney Ford Greene, in the doorway to Mr. Greene's office, at 711 Sir Francis Drake in San Anselmo, California.
2. Walking outside Mr. Greene's office.
3. Pulling on a T-shirt outside Mr. Greene's office.
4. Running outside Mr. Green's office.

Whilst I was on foot I was also pursued by one of the operatives driving a white Cadillac.

The driver of the Cadillac was later confronted by Mr. Greene who also recorded the licence number of Cadillac and the other vehicle being used by the operatives.

I doubt that you find it hard to believe that I consider the organization's operation has as its major target in the eval known but to two or maybe three or even four the assassination of Gerry Armstrong

I am not unmindful of your use of the earlier videotape event in your Petition For Rehearing filed in the Armstrong appeal (n. 1, p. 6, second edition; n. 2, p 5, first edition)

There was no reason to videotape me as proof that I was associating with Ford Greene. I had spoken the day before to two of your fellow org lawyers, Laurie Bartilson and Bill Drescher, and two men from SO legal liaison staff, Howard Gutfield and August Murphy, and from none of whom had I withheld the fact that I was helping Mr. Greene. None of them were not aware that I was speaking to them from Mr. Greene's office because all of them except for Mr. Murphy called Mr. Greene's office and I had spoken to

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them when I answered Mr. Greene's telephone to take messages for him while he was out of his office. Mr. Murphy spent some time in Mr. Greene's office and we spoke for a few minutes. I am quite certain he left with the impression that I was helping Mr. Greene, and specifically in the Aznaran case since, in addition to my saying so, he did observe me carrying into Mr. Greene's office two boxes containing the mega-copies of the two Oppositions to Summary Judgment Motions (Statute of Limitations and First Amendment) and related documents, and did hear me lament that his organization had cost Mr. Greene that very day over seven hundred dollars in copying costs.

I did note the sophrosynial shift in the two writers of the second edition of the Petition For Rehearing. I imagine the organization's idea of having Marty talk to me is not in the works.

I'm sure you understand why I do help those who need it and why people who litigate with the organization need it. And I'm sure you know how utterly unbiased I am in that all I oppose are antisocial policies and activities. In that Scientology denies that any of its policies or activities are antisocial I am not opposed in any way to what Scientology says it is and says it does. I am only opposed to antisocial policies and practices.

It is really a matter of logistics. Your organization scares people. It scares me. There are therefore few people willing to do what needs to be done regarding the organization. I am simply willing to do what I can no matter how scary it is. If there were not so many people afraid of your organization I wouldn't need to do what I can to help.

As you know, the organization has at times terrorized me, it has a policy of revenge, its present owners have a personal hatred for me, and it has acted with its fair game doctrine directing its attitude and acts toward me since and in violation of the settlement. Obviously, then, it is in every way reasonable for me to associate with and help those who have the courage to oppose the organizational beast.

Then there's the religious argument. And its legal corollary. If antisocial acts are religious, then so must be any opposition to antisocial acts.

Then there's the matter of theology.

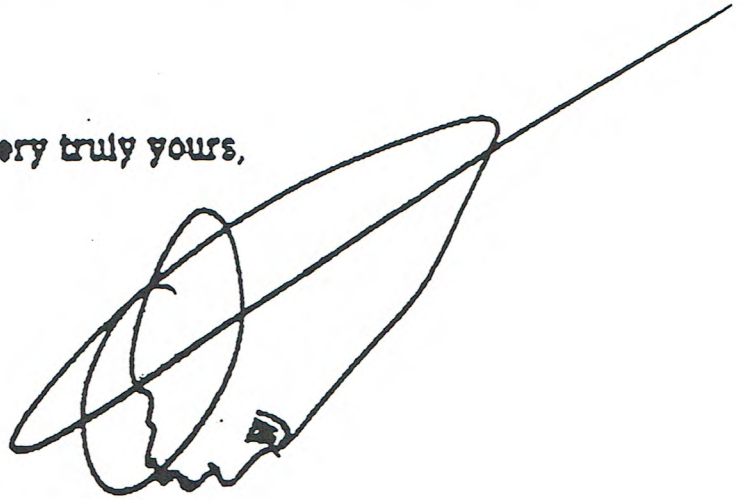
All of which brings me to the matter at hand. You know about compartmentalization, PIs, cutouts, lies and paranoia. There probably are things which can be done to bring the organization's self-destructive

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institutionalized hatred to a peaceful conclusion. Although you exhibit in your most recent descriptions of me and in your willingness to go beyond mere factual twists, a new and greater animus, I still have an idea that you can do something.

I trust you'll reply.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'Gerry Armstrong', written in a cursive style. The signature is positioned to the right of the closing 'Very truly yours,' and is partially enclosed by a large, loopy flourish that extends towards the top right corner of the page.

Gerry Armstrong
(415)456-8450

000897

EX. N

000898

1 HUB LAW OFFICES
2 Ford Greene, Esquire
3 California Bar No. 107601
4 711 Sir Francis Drake Boulevard
5 San Anselmo, California 94960-1949
6 Telephone: (415) 258-0360

7 Attorney for Plaintiffs
8 VICKI J. AZNARAN and
9 RICHARD N. AZNARAN

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 VICKI J. AZNARAN and RICHARD N.
13 AZNARAN,

14 Plaintiffs,

15 vs.

16 CHURCH OF SCIENTOLOGY OF
17 CALIFORNIA, et al.,

18 Defendants.

19 AND RELATED COUNTER CLAIM
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No. CV-88-1786-JMI(Ex)

DECLARATION OF GERALD
ARMSTRONG REGARDING
ALLEGED "TAINT" OF
JOSEPH A. YANNY, ESQUIRE

Date: September 9, 1991
Time: Discretionary
Ct: Hon. James M. Ideman

000899

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare and state that:

1. I was a Scientologist and held many positions in many sectors of Scientology, hereinafter referred to as "the organization," from 1969 to 1981. I have been involved in organization litigation as a witness, defendant, plaintiff and paralegal from 1982 until the present. I have testified in three trials and in depositions in ten organization cases approximately forty-seven days. I have authored over twenty-five declarations concerning L. Ron Hubbard, Scientology practices and the litigation. I am by trade a philosopher, writer and artist. In 1986 I founded a church which now has many members internationally.

2. I am the defendant and cross-complainant in the case of Church of Scientology of California v. Armstrong Los Angeles Superior Court No. C420153. A decision in that case was rendered after a lengthy bench trial by Judge Paul G. Breckenridge, Jr. on June 20, 1984. The California Court of Appeal opinion, No. B025920, issued July 29, 1991, affirming the Superior Court's decision, has recently been filed in this case as an exhibit to the Aznarans' oppositions.

3. In December 1986 I entered into a settlement agreement with the organization, a copy of which is filed herewith as Exhibit 1. The organization did not honor the agreement, however, but has continued a program of threats and attacks to this day. I have detailed what I knew of these threats and attacks up to March 15, 1990 in my declaration of that date. The circumstances at the time of the settlement and a rebuttal of various organization attacks are contained in a declaration I executed on December 25, 1990. I can supply these declarations to the Court if it so wishes.

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4. I make this declaration to respond to various allegations about me made by the organization in its papers recently filed in this case.

5. Organization attorney Laurie Bartilson states that my aid to attorney Ford Greene in preparing the Aznarans' recently filed oppositions to organization motions "violated this Court's orders and the Local Rules."

(Defendants' Opposition To Ex Parte Application To File Plaintiffs' Genuine Statement of Issues [sic] Re Defendants' Motions (1) To Exclude Expert Testimony; and (2) For Separate Trial On Issues of Releases and Waivers;

Request that Oppositions Be Stricken; hereinafter "Opp To Ex P", p.2,3.) I aid Mr. Greene and the Aznarans out of my own free will and my sense of right and wrong. If I am ordered by any lawfully constituted court to cease rendering such aid I will.

6. Ms. Bartilson states that I "[am] employed by Joseph Tanny on this very case." (Opp To Ex P p.4) I am not.

7. Ms. Bartilson states that for me "to now have switched [my] aid to Greene's office further taints all (emphasis in original) of the papers filed by Greene..." (Opp To Ex P p.5) It doesn't, because there was not and is not any taint..

8. Ms. Bartilson states that my aiding Mr. Greene "is grounds for [his] disqualification." (Opp to Ex P p.5) It isn't; but if this Court were so to order me, I will comply.

9. Ms. Bartilson suggests that Mr. Greene should be disqualified because I am "a paralegal formerly employed by defendant's lawyers." (Opp To Ex P p.5) I have never been employed by any organization lawyer.

10. Ms. Bartilson declares that "[she has] been informed by private investigators hired by [her] law firm that [I] was present at Ford Greene's offices many times from August 3, 1991 through at least August 21, 1991,

often for hours and days at a time." (Opp To Ex P p.9,para 4) I was outside the United States from August 3 until August 10, and not in Marin County where Mr. Greene's office is located until August 13, 1991. Filed herewith as Exhibit 2 are copies of my boarding passes for my flights from San Francisco to Johannesburg, South Africa on July 19 and 20, returning August 9 and 10.

11. Organization attorney William Drescher states that "[a]s [I am] Yanny's paralegal on this case, [my] new affiliation as an assistant to Ford Greene is truly outrageous." (Supplemental Memorandum In Support of Defendants' Motion To Dismiss Complaint With Prejudice; hereinafter "Supp Memo," p.4) I am not Mr. Yanny's paralegal on this case, and my affiliation with Mr. Greene is wholly peaceful, lawful, decent, helpful, respectful, and humorous.

12. Mr. Drescher states that Yanny's involvement in this case continues, this time through a different "extension"--the improper activities of Yanny's paralegal, Gerald Armstrong." (Supp Memo p.5) I am not Mr. Yanny's paralegal. I answered his call for help during the period he was attorney of record in this case. I spent parts of two days on July 15 and 16 in Mr. Yanny's office during which time the only "work" I did was to write two declarations, one of which was also used by Mr. Greene. Mr. Yanny gave me no instructions or suggestions at any time to pass on to Mr. Greene or to anyone else involved in the Aznarans litigation. I am not Mr. Yanny's "extension" into this case. This organization's actions in attempting to deny their victims, the Aznarans, not only legal representation but support to the Aznarans' legal representatives is what is improper.

13. Mr. Drescher states that in 1984 I was "plotting against the Scientology Churches and seeking out staff members who would be willing to assist [me] in overthrowing Church leadership." (Supp Memo p.5) The

organization is not a church. Organization operatives David Kluge and Michael Rinder sought me out and gained my trust through a close friend whom the organization coerced into participating in an operation to attempt to entrap me. The organization operatives stated that they wanted to reform the organization and rid it of its criminal activities and they asked me to help. They said they wanted to save Scientology from its criminal leadership. They stated they were operating secretly within the organization for fear of, inter alia, being killed. They used my willingness to communicate and to help to attempt to enveigle me into the commission of a crime. When that failed, the organization simply twisted my refusal to participate in the suggested criminal act into further accusations.

14. Mr. Drescher states that "[t]he Church obtained information about [my] plans and, through a police-sanctioned investigation, provided [me] with the 'defectors' [I] sought." (Supp Memo p.5) That the organization and its lawyers have told this lie so many times in so many jurisdictions over so many years has not made it any more true now than when they concocted the plot. I was videotaped. The videos are still embarrassing to me because I use foul language. What I say does not mean what the organization and its lawyers say it means. A private investigator (who, during this period threatened to put a bullet between my eyes) obtained a false authorization from an LAPD officer, who was himself suspended six months for his participation in the crime. The organization did not obtain information about my plans; it created the whole operation, including what my "plans" were to be.

15. Mr. Drescher states that "[o]n November 30, 1984 [I] met with one Michael Rinder, an individual whom [I] thought to be one of [my] 'agents' (but who in reality was loyal to the Church)" (parens in original). (Supp

Memo p.5) I never considered Rinder my agent, nor did I consider that I had any agents. Rinder was not loyal to the "church." He was being operated by what the operatives called the "criminal leadership."

16. Mr. Drescher states that "the conversation [was] recorded with written permission from law enforcement." (Supp Memo p.5) It wasn't. The Chief of the LAPD denied authorizing the illegal operation, and the officer was suspended for his "permission."

17. Mr. Drescher quotes some out-of-context statements from my November 1984 meeting with Michael Rinder and avers that they meant that I was recommending that the group of "reformers" did not need "actual evidence of wrongdoing to make allegations in Court against the Church leadership." (Supp Memo p.5) My answer to Rinder is out of frustration because he appeared to be unable to understand that a complaint contains allegations, and the proof of the allegations is achieved through documentation and testimony, including even the well-known fact of the organization's long history of destruction of evidence, obtained through the litigation up to the end of trial. Elsewhere and in other conversations I discussed with the "reformers" what was actually known and documented, and which could be alleged in the complaint they insisted they wanted to file. I discussed with the "reformers" an inventory of criminal acts for which we knew the organization was responsible. They included burglary of state and federal offices, theft, obstruction of justice, blackmail, assault, civil rights violations, immigration fraud, tax fraud, attempted entrapment of Federal Judges, framing of my own attorney Michael Flynn, the use of preclear folder information against all Scientologists, all the acts which flowed from "fair game," and the use of their charitable corporation funds to carry out these criminal acts.

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18. Organization attorney Eric Lieberman states that "the utter disregard of the truth that the Aznarans have made the trademark of their litigation effort, bears the unmistakable signature of Gerald Armstrong, whose theory of litigating against Churches of Scientology, as captured on videotape in 1984, is not to worry about what the facts really are, but instead to choose a state of "facts" that should survive a challenge by the Church and "just allege it." (Reply In Support of Defendants' Motion For Summary Judgment Based On the Statute of Limitations; hereinafter "Reply Stat Lim," p.2,3) This is not true. It is simply further exploitation of the fruits of the organization's covert actions against me: the illegal 1984 videotape regarding what the organization calls the "Armstrong Operation," Until I started to help Mr. Greene, I had nothing to do with the Aznaran case, which was filed in April 1988, except for my help to Mr. Tanny described in paragraph 12 above. I have given no facts to the Aznarans, nor any legal strategy. Besides the declarations I have written, all of which are now before this Court, I have written not one word in any of the filed papers. My help to Ford Greene in all of the papers recently filed has been in proofreading, copying, collating, hole-punching, stapling, stamping, packaging, labeling, air freighting and mailing. Mr. Greene and I have had several conversations during this period, some of which certainly concerned the litigation.

19. Mr. Lieberman states that "[i]t is clear that [my] influence and philosophy permeates the Aznaran's oppositions." (Reply Stat Lim p.3) I pray that that is true, because my philosophy in litigating against the organization is to tell the truth, have the faith that, no matter what lies the organization tells or operations it runs or how threatening the organization appears to be, truth will prevail; that, no matter how the organization

perverts the law, manipulates courts, testifies falsely, fights unfairly, wields religion as a sword and then a shield and abuses the legal process, justice will, if fought for honorably, triumph.

20. Mr. Lieberman states that "[o]n August 19, 1991 [I] admitted to one of defendants' counsel that [I] was at Greene's office 'helping out.'" (Reply Stat Lim p.3) I admitted no such thing. I was doing nothing even faintly improper which would require admission. I have been completely up front about my being in Mr. Greene's office and helping him. It is the organization which has skulked around and engaged in improprieties which it should admit to. I was so shocked when I discovered the organization operatives videotaping me on August 20 that I wrote Mr. Lieberman to protest the harassment. When I found the operation continuing on August 21 I again wrote Mr. Lieberman, and called his office, advised one of his associates of the operation and pleaded that it be called off. Copies of my letters are filed herewith as Exhibits 3 and 4. Mr. Lieberman has not answered my letters, has not mentioned them in his papers, which he signed on August 26, but has escalated the attack on my character and intentions. The operation has continued at least until August 30. Because of its form and nature, and because of my knowledge of organization operations and its philosophy of opportunistic hatred, I believe that this operation does not have as its major goal the proof that I am helping Mr. Greene. I believe its goal is intimidation and the assembly of intelligence information for future acts.

21. Mr. Lieberman states that "the real thrust of the Aznarans' Opposition is...the 'just allege it' philosophy of Yanny's paralegal, Gerald Armstrong." (Reply Stat Lim p.33) I am not Mr. Yanny's paralegal, and "just allege it" is really the organization's litigation theory. L. Ron Hubbard

established the Guardian's Office and then the Office of Special Affairs to carry out his way of litigating.

"In the face of danger from Governments or courts.....

If attacked on some vulnerable point by anyone or anything or any organization, always find or manufacture (emphasis added) enough threat against them to cause them to sue for peace." L. Ron Hubbard, Policy Letter of 15 August, 1960 "Dept of Govt Affairs." (Exhibit 5)

22. Mr. Lieberman states that "[my] 'helping out' while the Opposition was concocted not only reveals the continuing taint of Yanny's involvement with this case, it establishes the guiding principle that resulted in [the] Opposition..." (Reply Stat Lim p.34) Not one thing, not the ability to proofread, photocopy, collate, hole-punch, staple, package, label, air freight or mail that I did in connection with the preparation of the Aznarans' oppositions, did I learn from Mr. Yanny. Not the ability to spot and confront organization operatives did I learn from Mr. Yanny. Not the ability to write, nor any fact or idea or word in any declaration did I learn from Mr. Yanny. I have been the target of "fair" game since I left the organization in 1981, and understand its philosophy. I know the organization's litigation theories and practices and I understand the psychopathology of L. Ron Hubbard and why he and his organization came to be viewed by Courts as paranoid and schizophrenic. There is nothing Mr. Yanny could possibly tell me which would surprise me or be additional to what I know about this organization. Mr. Yanny has provided no "guiding principle" whatsoever. The organization, by making and maintaining fair game as its guiding principle, established the guiding principle in this litigation. The fair game doctrine will dog the organization as long as there are honest and free men or until the

organization, not denies its existence, but completely and sincerely repudiates it.

23. Mr. Lieberman states that "[my] philosophy of litigation is that facts and the truth are irrelevant and that all that is required to prevail is to allege whatever needs to be alleged." (Reply Stat Lim p.34) I have survived all the cross-examination and depositions by the organization, the documentation attacks by the organization, the character assassination by the organization, the use of my preclear folder information, the operations, the threats, the assaults, because truth is relevant. Although there undoubtedly is some memory loss over the past twenty-two years, and although there may even be some discrepancies in forty-seven days of sworn testimony, I have survived examination and cross-examination because I have, as much as is humanly possible, told the truth. I have said what I have known, known when I didn't know something, and stated my opinions as opinions. It is my opinion that one honest man can confront and vanquish a dishonest organization, no matter how big or how organized. Gratefully there are a few honest men to make the work lighter.

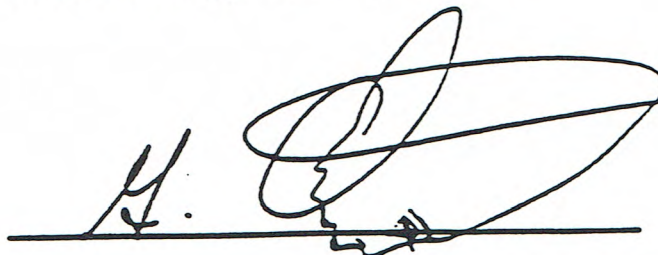
24. Mr. Lieberman states that "[t]he Aznarans' desperation to defeat this motion is so profound that they resort not only to the "just allege it" litigation philosophy of Joseph A Yanny's paralegal assigned to this case, Gerald Armstrong, but also to enlisting Armstrong's help in this cynical, say-anything-you-have-to approach to the truth." (Reply In Support of Defendants' Motion For Summary Judgment Pursuant To the First Amendment; hereinafter Reply First Am, p. 2) I am not Mr. Yanny's paralegal, and I am not assigned to this case. The desperation which resulted in the enlisting of my help had a purely logistical basis. Mr. Greene faced a mountain of organizational motions which required oppositions, and

no time to do them. He has no employees but a secretary who comes in a couple of evenings a week sometimes and sometimes on Saturdays. He needed simple office backup in the form of proofreading, photocopying, collating, hole-punching, etc. I am blessed with those simple office skills, and I have a knowledge of the subject matter and the cause in which Mr. Greene labors. I am aware of the awesome disparity of resources between Mr. Greene and the army of law firms, lawyers, paralegals, secretaries, and organizational legal machinery of his opposition. I am aware of the organization's policies and practices of neutralizing or eliminating the legal support of its enemies. How could anyone resist a call to help in this situation? It was not a conspiratorial thought that plunked me down over a year ago within running distance of the Hub Law Offices and sporting the same zip code. What it was was merely making the inevitable not only funny but easier.

25. Organization attorneys have made much of the fact that Joseph Yanny has been enjoined from representing me in litigation adverse to the organization. (Op To Ex P p.10; Supp Memo p.4) He is, of course, its former attorney. I have been working with Mr. Greene since August 17. I have not seen nor heard one word of Mr. Yanny's influence in this case, beyond the fact that the organization just alleged it.

-- I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on September 3, 1991 at Sleepy Hollow, California.



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EX. 0

HUB LAW OFFICES
Ford Greene, Esquire
California Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and
RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N.
AZNARAN,

Plaintiffs,

vs.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, et al.,

Defendants.

AND RELATED COUNTER CLAIM

No. CV-88-1786-JMI (Ex)

DECLARATION OF FORD GREENE
REGARDING ALLEGED "TAINT"
OF JOSEPH A. YANNY, ESQUIRE

Date: September 9, 1991
Time: Discretionary
Ct: Hon. James M. Ideman

FORD GREENE declares:

1. I am an attorney licensed to practice law in the Courts
of the State of California, am admitted to the Bar of this Court,
and am the attorney of record for Vicki J. Aznaran and Richard N.
Aznaran, plaintiffs herein.

2. Defendants, and their counsel, have recently submitted an
increasingly shrill litany of degrading aspersions regarding the
nature of my alleged affiliation with defendants' former lawyer,
Joseph A. Yanny. The purpose of this declaration is respond

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1 thereto in a general manner because a point by point refutation is
2 not worth the time, effort and trouble required to articulate.

3 3. The suggestion, much less the claim, that I am somehow
4 the puppet of Yanny is ludicrous. In short, my response to the
5 allegations of defendants regarding the Yanny taint and the extent
6 to which it has been alleged to be spread on me is as follows:
7 My writing in this case has thus far been stylistically and
8 substantially consistent. As the court will note from my
9 opposition to Scientology's initial summary judgment motion (with
10 the exception of the injudicious use of the term "Cult") in this
11 case to my most recent oppositions, I have a particular style of
12 legal expression that is my own. The content and approach thereof
13 is relatively consistent. The hand that so writes is mine, not Mr.
14 Yanny's.

15 4. I was responsible for articulating the theory which the
16 California Supreme Court in Molko v. Holy Spirit Association (1988)
17 46 Cal.3d 1096 found persuasive. That theory primarily deals with
18 the interrelationship between deceit and coercion as those
19 ingredients impact upon an individual's ability to reason and
20 capacity to exercise an informed consent to organizational
21 affiliation. I am convinced that "brainwashing" is the intentional
22 and deliberate application of specific and identifiable techniques
23 designed to undermine an individual's ability to reason and
24 severely impair his capacity to exercise an informed consent so as
25 to replace those volitional ingredients with an indiscriminate and
26 unconditional obedience to the commands of the leadership. I
27 understand the manner in which brainwashing attacks an individual's
28 sense of identity and achieves dominance of such individual. I am

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1 convinced that a coercive, closed group or "cult" is a group of
2 people, often masquerading in the guise of a religion, the members
3 of which are unconditionally and indiscriminately obedient to the
4 commands of a single leader who claims to have a direct
5 relationship with God, or some greater-than-human source of
6 authority.

7 5. In varying ways, and from different points of reference,
8 my participation in the case at bar has involved the application,
9 within the confines of the law, of the specialized knowledge I
10 possess having to do the deceit and undue influence practiced by
11 the Scientology organization. I believe my analysis in this
12 regard, as it has been expressed in writing in this case, is
13 ascertainable and has been consistent during the pendency of the
14 case at bar. Joseph Yanny never has had anything to do with the
15 way I think and the manner in which I apply and/or express the
16 knowledge I possess.

17 6. I have met with John Koresko on a Saturday and Sunday in
18 early August. In assisting Mr. Yanny accomplish the transition of
19 the case back to my office, he delivered to me papers that had been
20 filed in this matter during the period that Yanny was attorney of
21 record (including papers, filed by defendants, which falsely stated
22 that I had been in a rehabilitation facility for substance abuse).
23 Mr. Koresko offered his assistance in helping me get up to speed.
24 I provided Mr. Koresko with copies of Scientology's table of
25 authorities extracted from each of its six pending motions and sent
26 him to the Marin County Law Library with instructions to make
27 photocopies of each of the cases that was not a California case (I
28 have a full-service California law library). I received no

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1 litigation instructions of any sort from Koresko, Yanny originated
2 or otherwise.

3 7. I am grateful for the on-going assistance that I have
4 received from Gerry Armstrong. While I have worked - at times
5 around the clock - he has assembled the products of my labors and
6 ensured that they were prepared for filing and service. I have
7 received no Yanny originated suggestions regarding how to litigate
8 against Scientology from Armstrong and the suggestion that he is
9 Yanny's shill and that I am the dupe of both is laughable.

10 8. I am informed and believe and allege thereon that
11 defendants have in the past, and will continue in the future, to
12 exploit their fallen relationship with their former attorney as a
13 manner of attempting to obfuscate the real issues in the case at
14 bar. It is more expedient for Scientology to cry wolf and attempt
15 to engender sympathy than to meet the issues head on and fight
16 clean.

17 9. During my participation in the instant litigation, my
18 office, my home, the home of girlfriend and her person have been
19 the subjects of repeated and on-going surveillance. In spring
20 1989, Scientology operatives rented an apartment unit across the
21 street from my office in order to maintain around-the-clock
22 surveillance of me, my clients and friends. During the last month
23 the street in front of my office and the parking lots across the
24 street have been crawling with Scientology investigators with their
25 cameras, video-cameras, binoculars, cellular telephones and yellow
26 legal pads. My neighbors have expressed fear to me regarding the
27 meaning of such activities. Scientology, through its chief
28 "investigator" Eugene Ingram, has managed to generate

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1 investigations of me by the F.B.I., Los Angeles County District
2 Attorney's Office and State Bar for allegedly committing perjury in
3 what I am informed and believe has been an effort to obtain my
4 "disqualification" from representing the Aznarans, or subject me to
5 retribution for being so bold as to stand in opposition to the
6 Scientology organization. I am informed and believe that the
7 reason that Eric Lieberman telephoned me in February or March 1991
8 in order to seek a stipulated continuance of the April 9 trial date
9 in the case at bar was so that Ingram would have enough time to
10 generate a criminal prosecution against me. I am informed and
11 believe that no such prosecutions will be forthcoming. I am
12 informed and believe that in the spring of 1989 Scientology
13 operatives searched through my office garbage, in order to find the
14 names of cases, clients, and opposing counsel whom then were
15 contacted in an attempt to stir up trouble for me; I have been
16 contacted by such people who have reported such activities to me.

17 10. I am losing patience with the tactics of my adversaries.
18 I assure the court that the moral conviction required to endure
19 such extra-judicial harassment, and work around the clock
20 responding to the pounds of motions filed by Scientology, would
21 never exist were I another man's puppet.

22 11. I am my own man and do not consult with Joseph Yanny
23 concerning litigation strategies in this case.

24 Under penalty of perjury pursuant to the laws of the United
25 States I hereby declare that the foregoing is true and correct
26 according to my first-hand knowledge, except those matters stated
27 to be on information and belief, and as to those matters, I believe
28 them to be true.

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Executed on September 4, 1991, at San Anselmo, California



FORD GREENE

FC
ONE
711 BIR FRANCIS DRIVE BOHLEMAN
SAN ANSELMO, CALIFORNIA 94060-1940
(415) 288-0380

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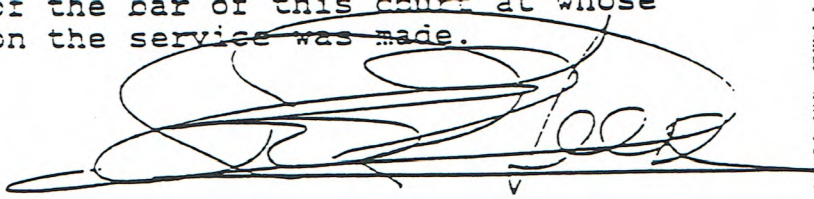
PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: DECLARATION OF FORD GREENE REGARDING ALLEGED "TAINT" OF JOSEPH A. YANNY, ESQUIRE

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California: SEE ATTACHED SERVICE LIST

- [X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
- [] (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.
- [] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- [X] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

DATED: September 4, 1991



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AZNARAN vs. SCIENTOLOGY

Service List

1 JOHN C. ELSTEAD
2 Clifton, Polson & Elstead
3 6140 Stoneridge Road
4 Suite 500
5 Pleasanton, California 94588
6
7 EARLE C. COOLEY
8 Cooley, Manion, Moore & Jones, P.C.
9 21 Custom House Street
10 Boston, Massachusetts 02110
11
12 ERIC LIEBERMAN
13 Rabinowitz, Boudin, Standard,
14 Krinsky & Lieberman, P.C.
15 740 Broadway at Astor Place
16 New York, New York 10003-9518
17
18 WILLIAM T. DRESCHER
19 23679 Calabasas Road, Suite 338
20 Calabasas, California 91302
21
22 MICHAEL L. HERTZBERG
23 740 Broadway at Astor Place
24 New York, New York 10003-9518
25
26 LAURIE J. BARTILSON
27 Bowles & Moxon
28 6255 Sunset Boulevard, Suite 2000
29 Hollywood, California 90028
30
31 JAMES H. BERRY, JR.
32 2049 Century Park East
33 Suite 2750
34 Los Angeles, California 90067
35
36 JOHN J. QUINN
37 Quinn, Kully & Morrow
38 520 South Grand Avenue
39 8th Floor
40 Los Angeles, California 90071
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EX. P

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Attorney for Plaintiffs
VICKI J. AZNARAN and
RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N.
AZNARAN,

Plaintiffs,

vs.

CHURCH OF SCIENTOLOGY OF
CALIFORNIA, et al.,

Defendants.

No. CV-88-1786-JMI (Ex)

DECLARATION OF GERALD
ARMSTRONG IN OPPOSITION
TO MOTION TO EXCLUDE
EXPERT TESTIMONY

AND RELATED COUNTER CLAIM

I, GERALD ARMSTRONG, declare:

1. I was a Scientologist from 1969 to 1981 and held many organizational positions during that period. I was also the defendant in an action entitled Church of Scientology vs. Armstrong, in Los Angeles Superior Court. Judge Breckenridge's opinion in that case was affirmed by the California Court of Appeal on July 29, 1991.

2. Throughout 1980 and 1981 I was L. Ron Hubbard's biographical researcher and archivist. During that period I read

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1 and studied his letter dated September 7, 1955 to the Federal
2 Bureau of Investigation and I provided a copy of it to writer, Omar
3 V. Garrison for his use in a biography of Hubbard. A true and
4 correct copy thereof is attached hereto as Exhibit 1.

5 3. While I was a Scientologist I read and studied L. Ron
6 Hubbard's Technical Bulletin of July 22, 1956. It was published in
7 the 1970's in bound volumes of Hubbard's "technical" writings and
8 has continued to be published in later volumes up to the present
9 time. A true and correct copy is attached hereto as Exhibit 2.

10 Under penalty of perjury, pursuant to the laws of the United
-11 States I hereby declare that the foregoing is true and correct.
12 Executed this 26th day of August, 1991, at San Anselmo, California.

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14 
15 _____
16 GERALD ARMSTRONG
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EXHIBIT 1

RON HUBBARD, D.J. PH.

Box 242
Silver Spring, Md.
Sept. 7, 1955

TO THE FEDERAL BUREAU OF INVESTIGATION
Communist Activities

Gentlemen:

A series of sudden insanities and disturbances in Dianetic and Scientology groups reached seven last week on the West Coast.

In Atomic Energy's Richland, Washington a young boy who had never been treated with Dianetics or Scientology but whose father Verne McAdams is the local Scientology group leader in Richland suddenly and mysteriously became insane, so suddenly and so thoroughly that the head of the institution for insane in Richland, evidently of good security, suspects the use of LSD; the insanity producing drug so favored by the APA. Two of our ministers in that area at my request went further into the situation and by means we will not detail recovered from the boy information of which his family had been entirely ignorant. On instructions to find the "other psychiatrist" our ministers by this means located an unsuspected one in Atomic Energy's front yard, a man who had been the construction company doctor during the building of Richland and who had then turned psychiatrist and whose name strangely enough is Menkowski (sp?). The boy had evidently had some association with this man before this sudden onset.

With this information not yet cool long distance from San Francisco Bay Area notified us of the sudden and inexplicable descent into insanity of one Wanda Collins. She is ravingly insane and yet was completely sane a day ago. Her people and our people cannot account for a missing nine hour period just before this onset. You should be interested in this because Wanda Collins resigned from the Communist Party some time ago, foreswore it and tried to make amends with Scientology and would be a logical candidate for an LSD attack.

Concurrently with this in Phoenix, Arizona

SEE REVERSE SIDE FOR
ADD. DISSEMINATION

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SEP 20 1955

20 SEP 1955

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RON HUBBARD. D. PH

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our Mr. Edd Clark was suddenly arrested "for practising medicine without a license", and this is very odd because he is the first Dianeticist or Scientologist in five years of world wide operation to be so accused. He could not have been practising medicine because Dianetics and Scientology seek only to assist able people to improve their talents and have no interest in sickness or insanity. He was arrested and without any search warrant all his papers and letters were seized even down to blank typewriter paper and were carried away, a fact which places this matter quite solidly in the field of the F.B.I.. Mr. Clark is a half-blind deaf old man. He was once a chiropractor but has long since ceased to be one. He was told by the County Attorney that the County Attorney meant to "get to the bottom of this thing about Hubbard and Scientology."

The "bottom of the thing" can be found in "Who Knows and What" and "Who's Who in the East" in the local library or from bookstores which carry my books. My own life is about as hard to investigate as a white rock on a summer's day.

It is not uncommon in the past five years to have judges and attorneys mad-dogged at about what a terrible person I am and how foul is Scientology. Persons never named or available step in, spread violent tales and accusations and vanish. This mad-dogging has evidently been done at this County Attorney to prompt such a foolish action. This makes the third civil official in that area to go off half-cocked about Scientology. When it is all done and Scientology has been neatly ruined by the newspapers in the area and when all the charges have been quashed there is no one from whom any recompense can be drawn. "It was all a mistake"...

In 1950 the Dianetics Foundations were violently attacked and discredited. The 200 Foundation employees, when screened, yielded 35 Communist-connected persons. That done the commotion stopped. After three quiet years in the Phoenix area we forwarded to the Defense Department data on brain-washing. Instantly

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we became the subject of violence. Four people were seized by psychiatrists in that area to date and to this day so far as I know are still being held, their sanity shattered.

After we so informed the Defense Department about brain-washing technologies in our hands and offered them, we have been in a state of siege. Understand that we accuse the D.D. of nothing.

Psychiatrists as far north as Seattle have said they were "out to get every Scientologist." An Internal Revenue official has used those very words before witnesses and said he was going to get to the bottom of this thing in Phoenix. People in suspicious condition were sent from one place in Southern California to be "treated by Scientology" for insanity and yet we have no interest in treating anyone, especially the insane. Now two more people go suddenly and inexplicably insane in widely different places both the same way. All manner of defamatory rumors have been scattered around about me, questioning even my sanity which is fortunately a matter of good record with the Navy as by statement "having no psychotic or neurotic symptoms whatsoever."

I have a wife and three little kids. I have a good many thousand people scattered around the world trying to help their fellow man and I am responsible for these people. I am trying to turn out some monographs on matters in my field of nuclear physics and psychology for submission to the government on the subject of alleviating some of the distress of radiation burns, a project I came east to complete. This lawless and brutal attack on Scientology now spreading evidently to three states will probably not end until a great deal of injustice and human suffering has occurred.

Would you please discover for me or for yourselves the exact names and whereabouts of the persons whose statements inflamed the County Attorney in Phoenix in arresting a half-blind old man and seizing all his books and papers. If we have those names and if we trace them back we will have someplace to start on this madness

(13)

RON HUBBARD, D.D. M.I.

(51)

which now reaches into three states. Can you
do this for us?

I am getting additional copies of the material
which was offered to the Defense Department since
that agency has not acknowledged or returned
anything shipped to it about brain-washing and
when I have these copies I will send one to you
for this is the only starting place I know about
for this outbreak and the matter, while far from
conclusive at least tells me that something went
astray which was dangerous in the wrong hands.

Could you please have your Phoenix office
obtain the names of the people who defamed us to
the County Attorney? Your Bay Area and Richland
offices have already been apprised of the incidents
in those areas.


L. Ron Hubbard

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(12) 22

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EXHIBIT 2

HUBBARD COMMUNICATIONS OFFICE
217a Kensington High Street, London W.8

RUSH

July 22nd, 1956

To U.S. ONLY Julia Lewis, Dick Stevens, L. Ron Hubbard, Jr.

To England ONLY Association Secretary (Jack Parkhouse)
Director of Processing (Anna Walker)
Director of Training (Dennis Stephens)

Staff Auditors, Instructors and Auditors close to Operations only.

TECHNICAL BULLETIN OF 22 JULY 1956

I feel the urge to communicate to you the best news since 1950.

I have whipped the problems of the whole track and memory of the past and can resolve the worst cases we have ever had. That is a huge statement but I have solved and can untangle in an intensive the problems of the vacuum and havingness plus memory and health and have just done so. Hence the exuberance.

Also, other auditors can solve these in a case as well. NIBS has just cracked two six-year-standing Black Fives using some of this material and Herbie Parkhouse has had considerable luck with solids.

We are now capable of solving Book One style cases to the extreme level of clear.

No wild burst of enthusiasm is here intended. I have to put the finishing touches on a lot of things and the process is still slow—25 to 75 hours. But I've now done it and seen it done to worse cases than any you've had. And that's fact!

Okay. It's not simple. It requires a minute understanding of Book One. It would take me 50 pages to explain all I've lately found about vacuums. You haven't seen the last of me or of study, but you will have seen the last of unsuccessful cases providing only that we have time and environment in which to audit them.

We can make homo sovix. (AND give a grin to those who kept standing around bleating, "Where are the clears?")

We know more about life now than life does—for a fact, since it was reaching, we can communicate about the reactions.

The process is concerned with "making it solid" combined with effects. It isn't easy. It is wonderfully complex and delicate. But it has been done. And it is being done.

Our cases gained but sometimes slumped. Why? Because an electronic vacuum restimulated on the track after sessions, and robbed the case's havingness.

A vacuum isn't a hole. It's a collapsed bank. Every lifetime bank is collapsed into a vacuum.

The formula is—

1. Run pc on start-change and stop for hours until he is under auditor's control, in session and (often) exteriorized.
2. Then run him with commands "What are you looking at?" "Good." "Make it solid."

He will eventually hit a vacuum. (He'd hit it faster on "Recall a can't have" but it's too fast.) Here's the tangle. The vacuum is a super-cold mass or an electric shock. This "drunk up" bank electronically (brainwashed him). The energy drunk turned black. Hence black cases. (Does not apply only to black cases however.)

3. Run, interspersed with solids and "objective can't have" on the room. "Tell me an effect object (that drunk bank) could not have on you," and "Tell me an effect you could have on object." Object may be electrodes or supercold plate or even a supercold glass.

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EXHIBIT

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PAGE

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Caution, handle one vacuum at a time. These vacuums go back for 76 Trillion years. They were the original brainwash thatans did to one another, then psychiatrists (on the whole track) did expertly (modern psychiatrists are punks, modern shock too feeble to do more than restimulate old vacuums).

Take the vacuum that comes up running solids, or even "Recall a can't have", whatever it is and solve it as above.

This is delicate auditing. If you restimulate a vacuum too hard, the whole track groups on it.

Read Book One. Add vacuums instead of word groupers, use above and you'll probably get through to success. Nibs did and I had given him less than you have here. Of course, he's one of the best auditors in the business, so go easy. And Herbie Parkhouse is no slouch.

CAUTIONARY

This is true--

1. We have created the permanent stable clear.
2. In creating him we have a homo novis in the full sense, not just an Operating Thetan.
3. We now know more than life. An oddity indeed!
4. We now know more about psychiatry than psychiatrists. We can brainwash faster than the Russians (20 sec to total amnesia against three years to slightly confused loyalty).
5. We can undo whatever psychiatrists do, even the tougher grade from away back. We can therefore undo a brainwash in 25 to 75 hours.
6. We can create something better than that outlined and promised in Book One.

BUT

1. We need to know more and be more accurate than ever before about the time track and auditing. I have not given a thousandth of what I know about this.
2. We have a new game but also new responsibilities amongst men.
3. This data in the wrong hands before we are fully prepared could raise the Devil Literally.
4. Because we know more than the Insaniry Gang, we're not fighting them.
5. Because we can undo what we do, we must retain a fine moral sense, tougher by far than any of the past.
6. We can create better than in Book One now only if we know Book One and know our full subject.

AND WE DO NOT YET KNOW ALL THE SAFETY PRECAUTION TO BE USED.

I will be giving this data in full at the Games Congress, Shoreham Hotel, WASHINGTON, D.C., August 31st, to September 3rd, 1956.

The exact regimen of this will be SLP 8 and will include the total picture of separating valences from bodies (which must still be done by the auditor, a formula I now have).

I have given you this data in this bulletin at this time because now I know I know and I want you to share in seeing the surge of vision which will be our future.

L. RON HUBBARD

P.S. (Actually, contrary to rumor, it hasn't all been done before. If it had been, the guy who is saying it has would be clear!)

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EXHIBIT 4 PAGE 9

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GERALD ARMSTRONG,
Cross-Complainant,
v.
CHURCH OF SCIENTOLOGY OF
CALIFORNIA, a California
Corporation,
Cross-Defendant.

No. C 420 153
(Severed Action)

ORDER DISMISSING ACTION
WITH PREJUDICE

ORIGINAL FILED

DEC 11 1986

COUNTY CLERK

Upon consideration of the parties' Stipulation for
Dismissal, the "Mutual release of All Claims and Settlement
Agreement" and the entire record herein, it is

ORDERED AND ADJUDGED:

1. That this action is dismissed with prejudice.
2. That an executed duplicate original of the
parties' "Mutual Release of All Claims and Settlement Agreement"
filed herein under seal shall be retained by the Clerk of this
Court under seal.

Dated: December 11, 1986

51 PAUL G. BRECKENRIDGE, JR.
Hon. Paul G. Breckenridge

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EX. R

Shirley WAKEFIELD, Plaintiff,

v.

THE CHURCH OF SCIENTOLISM;
OF CALIFORNIA, Defendant-
Appellee.

Times Publishing Company and Tribune
Company, Appellants.

No. 89-3796.

United States Court of Appeals,
Eleventh Circuit.

Aug. 12, 1991.

Religious organization sought orders to show cause why plaintiff, which had brought suit against organization, should not be held in civil and criminal contempt for violating confidentiality requirement of settlement agreement. Newspapers' motions for access to contempt hearings and related pleadings, proceedings, and records, to determine if their reporters' qualified privilege prevented them from being compelled to testify, was denied by the United States District Court for the Middle District of Florida, No. 82-1313 (V-T-10, Elizabeth A. Kovachewich, J., and newspapers appealed. The Court of Appeals, Hatchett, Circuit Judge, held that newspapers' appeal from order denying them access to contempt hearings did not fall within capable of repetition, yet evading review exception to mootness doctrine.

Case dismissed.

1. Federal Courts §-721

Newspapers' appeal from order denying newspapers' motions for access to evading review at which hearing newspaper

per reporters had been subpoenaed did not satisfy requirements for capable of repetition, yet evading review exception to mootness doctrine after hearing was held, and newspaper which had reported on case did not seek to intervene until two years after closure, and case involved unique circumstances, such as plaintiff's "constant disregard and misuse of the judicial process," on which closure order was based U.S.C.A. Const. Amend. 1

2. Federal Courts §-611

Parties may make alternative claims, change claims, or sometimes file inconsistent claims, but may not do so in appellate court. Court of Appeals reviews case tried in district court and does not try ever-changing theories parties fashion during appellate process.

3. Federal Courts §-723

When addressing mootness, Court of Appeals determines whether judicial activity remains necessary.

4. Federal Courts §-723

Three exceptions to mootness doctrine exist: issues are capable of repetition yet evading review; appellant has taken all steps necessary to perfect appeal and to preserve status quo; and trial court's order will have possible collateral legal consequences.

5. Federal Courts §-723

(Capable of repetition, yet evading review exception to mootness doctrine applies if challenged action is of too short a duration to be fully litigated prior to its cessation, and reasonable expectation exists that same complaining party will be subject to same action again.

6. Federal Courts 6-723

More hypothesis or theoretical possibility is insufficient to satisfy test for capability of repetition, yet evading review exception to mootness doctrine.

Appeal from the United States District Court for the Middle District of Florida.

Before HATHLET and COX (Circuit Judges), and HENDERSON, Senior Circuit Judge.

HATHLET, Circuit Judge:

We dismiss this case, which at one time touched upon important first amendment issues, because the case has been rendered moot.

FACTS

Margery Wakefield and three other plaintiffs alleged that the Church of Scientology of California (the Church) committed various wrongful acts against them. On August 14, 1986, Wakefield, the other plaintiffs, and the Church entered into a settlement agreement which included provisions enjoining Wakefield and the other plaintiffs from discussing, with other than immediate family members, (1) the substance of their complaints against the Church, (2) the substance of their claims against the Church, (3) alleged wrongs the Church committed, and (4) the contents of documents returned to the Church. The district court approved the settlement agreement, sealed the court files, and dismissed the case with prejudice. The dismissal order specifically gave the court jurisdiction to enforce the settlement terms. Nonetheless, Wakefield publicly violated

the settlement agreement's confidentiality provisions.

In 1987, both the Church and Wakefield filed motions to enforce the settlement agreement. The district court requested that a magistrate judge address whether either party had violated the settlement agreement. On September 9, 1988, the magistrate judge issued a report and recommendation which concluded that Wakefield had violated the settlement agreement, and the Church had fully complied with the agreement's terms and conditions. On November 3, 1988, the Times Publishing Company (the Times), which publishes the *St. Petersburg Times*, moved to intervene in this lawsuit, to unseal the court files, and to gain access to any contempt hearings. In its motions, the Times alleged that the sealed court records and closed proceedings violated its and the public's constitutional and common law rights of access to judicial proceedings and records. In opposing the motions, the Church argued that they were untimely and barred by laches. On May 16, 1989, the district court adopted the magistrate judge's report, issued a preliminary and permanent injunction against Wakefield, and referred the Times's motion to intervene to the magistrate judge.

Notwithstanding the court's injunction, Wakefield continued to publicize the lawsuit. Thus, on July 18, 1989, the Church sought orders to show cause why Wakefield should not be held in civil and criminal contempt. The Church also sought damages, costs, and attorney's fees. To support its requests, the Church submitted excerpts of newspaper, television, and radio interviews attributed to Wakefield.

On August 15, 1989, the magistrate judge submitted a report and recommendation

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from addressing Times's motion to intervene. He recommended that absent a compelling reason, all future proceedings and the court files, except for documents pertaining to the settlement, should be open and that Times be allowed to intervene. Due to events discussed later in this opinion, the district court has not issued a final order on these issues.

The district court scheduled an evidentiary hearing to address the Church's contempt motion. As witnesses at the hearing, the Church subpoenaed reporters for the *St. Petersburg Times* and the *Tampa Tribune*. Consequently, the Times, and the Tribune Company, which publishes the *Tampa Tribune* (the newspapers), filed motions for access to hearings, pleadings, proceedings, and records related to the contempt hearings in order to determine if their reporters' qualified privilege prevented them from being compelled to testify.

PROCEEDINGS HISTORY

On September 11, 1989, the district court held an *in camera* proceeding to rule on the newspapers' motions. The district court denied the newspapers' motions for access to the hearings because the Church subpoenaed the reporters only to establish the source and accuracy of the statements attributed to Wakefield. The district court also held that the reporters waived any privilege by publicly attributing the statements to Wakefield.

In considering the newspapers' motions, the district court stated, "due to the plaintiffs' complete and utter disregard of prior orders of this court, the court concludes that any restriction short of complete closure would be ineffective." It further held that "popularity of a private crusade has become her evil, and the fair adjudication of

the parties' dispute." In doing so, plaintiff is stealing the court's resources from other meritorious cases. Thus, the district court closed the contempt proceedings to the public and the press referring further proceedings to a United States Magistrate Judge. The magistrate judge began contempt hearings on September 11, 1989.

On September 18, 1989, the newspapers filed a Notice of Appeal, a Motion for Expedited Appeal, and a Motion for Stay Pending Appeal. On September 29, 1989, this court granted expedited appeal, but denied the newspapers' emergency motion for a stay of the contempt proceedings pending resolution of the expedited appeal.

On appeal, the newspapers argued that the closure violated their first amendment and common law rights of access to judicial proceedings. They contended that the public's right of access outweighs the rationale for keeping the settlement agreement confidential. The Church contended that Wakefield's "open and defiant contumacious conduct" mandated closure and that the newspapers did not enjoy an absolute constitutional or common law right of access to civil proceedings.

During our first oral argument, we learned that the newspapers had never requested the district court to allow access to the contempt hearing transcripts. Since the hearings had been completed before our argument, we issued a November 1, 1989, order which temporarily remanded the case to the district court for the limited purpose of allowing the newspapers to see access to the contempt hearing transcripts. The order further instructed the district court to rule on such a request "within reasonable time."

On June 29, 1980, eight months after the last contempt hearing, the magistrate judge submitted a report and recommendation which concluded that Wakefield had willfully violated the court's injunction. He further held that while a civil contempt finding could be appropriate, he suggested the case be referred to the United States Attorney's office for prosecution on the criminal contempt charges. The district court has not issued a final order addressing whether Wakefield is in civil or criminal contempt.

Furthermore, almost a year after our temporary remand, the district court had ruled on the newspapers' requests for access to the contempt hearing transcripts. Thus, the newspapers filed a motion requesting that this court clarify the "reasonable time" language in the November 17, 1979 order. In order to speed finalization of this matter, this court denied the clarification motion, but issued an order stating:

"After December 3, 1980, this court will entertain a request for relief addressing the delay that has occurred since our remand to the district court provided that relief has been sought." After this clear signal for action, the district court issued a November 21, 1980 order unsealing the civil contempt proceeding transcripts, except for those portions which disclosed the court's internal agreement terms.

On March 21, 1981, the newspapers filed a motion requesting a second oral argument, which the court opposed. On April 18, 1981, we granted the newspapers' motions for a second oral argument, instructing the parties to address (1) whether the case was moot, (2) whether a case or controversy remained, and (3) whether a redressable possibility of settlement existed.

ISSUE

The sole issue we discuss is whether this case is moot.

CONTENTIONS

The newspapers argue that this case is not moot because the court can grant relief which will affect the parties by ordering the release of all the judicial documents relating to the contempt hearing and the unsealed transcript pages.

The Church contends that this case is moot and does not present a case or controversy which this court may address. It emphasizes that the newspapers initially sought access to the proceedings to review their reporters, then under subpoena. It argues that this aspect of the case is absolutely moot because the Church released the reporters from their subpoenas.

DISCUSSION

11.21 This case, at its beginning, presented an interesting and important issue: under what circumstances may civil judicial proceedings be closed to the public and the press? Unfortunately, the newspapers did not prevail in their efforts to halt the proceedings; this court denied their motions to stay the proceedings pending the expedited appeal. The newspapers argue that we should address whether a constitutional right of access to civil proceedings exists. To do so, however, would constitute an advisory opinion. The hearing that is the subject of this case terminated almost two years ago. Although the newspapers have an interest in the constitutional question, perhaps for future cases, no "live" case or controversy remains in this case. The hearings have been completed, and the newspapers have been given the

hearing transcripts.

11. When addressing mootness, we determine whether judicial activity remains necessary. *North v. Sheldon*, 422 U.S. 390, 399, 30 S.Ct. 2397, 2206, 46 L.Ed.2d 344 n.10 (1975). "A case becomes moot, and therefore, unreviewable, as involving a case or controversy, 'when the issues presented are no longer 'live' or the parties lack a legally cognizable interest in the outcome.'" *H & H Chemical Co. v. United States E.P.A.*, 806 F.2d 987, 989 (11th Cir. 1986) quoting *United States v. Grier*, 445 U.S. 389, 398, 100 S.Ct. 1202, 1208, 62 L.Ed.2d 479 (1978).

11. Three exceptions to the mootness doctrine exist: (1) the issues are capable of repetition, yet evading review, (2) an appeal has been taken all steps necessary to perfect the appeal and to preserve the status quo, and (3) the trial court's order will have possible collateral legal consequences. *H & H Chemical Co.*, 806 F.2d at 990.

The newspapers argue that this case falls within the "capable of repetition yet evading review" mootness exception. They argue that a case is not moot if this court can grant relief that affects the interested parties. *Autbor Plaza Association v. F.A.L. Corp.*, 897 F.2d 1593 (7th Cir. 1980); *Hilton v. U.S. Department of Interior*, 759 F.2d 501 (9th Cir. 1984). Thus, they assert that we should order the release of all the judicial documents related to the

11. It is also noteworthy that the newspapers have changed their claims as the case has progressed. They first sought access on constitutional and common law grounds, then they sought access to protect their reporters from contempt liability. Finally, with full knowledge that the hearings had been completed, the newspapers next sought the hearing transcripts, and prompted to do so by this court. Now, with all but eleven pages of the hearing transcript, the

contempt hearing and the unsealed transcript pages. In their view, these documents are essential so that the public can understand what happened to Wakefield.

13. The newspapers do not meet the exceptions' two conditions in order for the capable of repetition, yet evading review exception to apply. (1) The challenged action must be of too short a duration to be fully litigated prior to its cessation, and (2) a reasonable expectation must exist that the same complaining party will be subject to the same action again. *Weinstein v. Bradford*, 423 U.S. 147, 149, 96 S.Ct. 347, 349, 46 L.Ed.2d 340 (1975).

As an example of the action's short duration, the newspapers assert that they acted promptly by filing during the contempt proceeding's adjournment a motion for a stay pending the appeal of the district court's closure. The record refutes this assertion. The underlying case has been in the federal court system since November 29, 1982. Even prior to the 1986 closure, the Times reported on the Wakefield case, but not until 1984, did Times seek to intervene. Additionally, the newspapers did not appeal the closure order until the contempt hearing had been adjourned for a continuance. These facts refute the newspapers' assertions of the action's short duration.

Likewise, the newspapers cannot satisfy the second condition. In addressing the newspapers' seek the eleven pages on constitutional and common law grounds. Many of the theories presented to this court were never presented to the district court. Parties may make alternative claims, may change claims, may sometimes file inconsistent claims, but parties may not do so to the appellate court. The court cannot review the case based on the district court's decision and its evolving theories, particularly during the appellate process.

second condition, the newspapers argue that if this court does not offer judicial guidance, a "reasonable expectation" exists that this controversy will occur again. They specifically state that they "continue to expect and suspect that secret church proceedings are being or will be held," and suspect that the Church will bring contempt proceedings against the other plaintiffs. The record does not support these suspicions.

161 This case involves unique circumstances which are not easily repeated. Wakefield's constant disregard and misuse of the judicial process mandated partial closure. Since Wakefield's contempt hearing concluded, the Church has not instituted nor has the district court conducted any additional contempt hearings, show cause hearings, or *in camera* proceedings. Furthermore, nothing indicates that the Church contemplates these actions. Although the newspapers' suspicions that se-

2. In either event, the hearings were not held because the newspapers did not prevail on their motions for stay pending appeal. We must assume that in the proper cases stay will be granted.

cret church and contempt proceedings will occur constitute a theoretical possibility, a more hypothesis or theoretical possibility is insufficient to satisfy the test stated in *Harrison Morgan v. Roberts*, 702 P.2d 945, 947 (11th Cir. 1985). Thus, no "reasonable expectation" exists that this controversy will occur again.

The newspapers' interest in the important constitutional issue which was once alive in this case is understandable. Nevertheless, we must wait for another case with a current controversy, and with a well-developed record to address the issue. The fact that much of the delay in this case is attributable to a busy and overburdened federal district court is unfortunate.

Because the newspapers cannot satisfy the capable of repetition, yet evading review requirements, this case is moot. Accordingly, this case is dismissed.

DISMISSED.

3. We express no opinion on whether the remaining eleven pages of the transcripts may properly be sought in another federal lawsuit.

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DO NOT PUBLISH

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 89-3505
Non-Argument Calendar

District Court Docket No. 81-174-CIV-T-17

NANCY McLEAN, and
JOHN McLEAN, her son,

Plaintiffs-Appellants,

versus

THE CHURCH OF SCIENTOLOGY OF CALIFORNIA,
MARY SUE HUBBARD, L. RON HUBBARD,
JOSEPH PETER LISA, MILTON WOLFE and
MERSEL VANNIER,

Defendants-Appellees.

Appeal from the United States District Court
for the Middle District of Florida

(September 17, 1991)

Before TJOFLAT, Chief Judge, JOHNSON and EDMONDSON, Circuit Judges.

PER CURIAM:

Appellant McLean appeals the district court's order permanently
enjoining her from disclosing any information about her lawsuit against

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the Church of Scientology (Church) and the resulting Settlement Agreement entered into between McLean and the Church. We affirm.¹

I

McLean and her son sued the Church in 1981. In August 1988 McLean and the Church entered into a court-supervised Settlement Agreement requiring the Church to pay an undisclosed sum to McLean and requiring McLean to turn over to the Church any documents relating to the litigation and prohibiting McLean from, among other things, discussing with anyone, other than immediate family members, the circumstances surrounding the litigation or discussing any factual evidence that might have supported the litigation. In March 1988 the Church moved for a preliminary and a permanent injunction, claiming

¹ The outcome of this decision was delayed pending final resolution of the issues in Wakefield v. Church of Scientology, ___ F.2d ___ (11th Cir. 1991) (finding moot the motion filed by local newspapers seeking access to the Settlement Agreement entered into among the Church and various plaintiffs). Because the Wakefield decision has no impact on the merits of this case, we need discuss it no further.

that McLean was violating the terms of the Settlement Agreement and that she should be enjoined from further violations.²

The district court referred the matter to a magistrate judge. The magistrate judge admitted into evidence affidavits submitted by the Church, indicating that McLean had violated the terms of the settlement agreement. The magistrate judge also heard testimony from McLean, who was given a full opportunity to rebut the matters contained in the affidavit. After considering the matter, the magistrate judge issued a Report and Recommendation concluding that McLean violated the Agreement. The district court accepted the Report and Recommendation and entered against McLean a preliminary and a permanent injunction that enjoined her from further disclosing the substance of her complaint and claim against the Church, alleged wrongs committed by the Church and the substance of documents that were returned to the Church under the Settlement Agreement. This appeal followed.

² Because the record in this case is under seal, our outline of the underlying facts of this appeal will be cursory.

II

McLean claims that the permanent injunction against her further disclosures should be reversed because the district court failed to give her proper notice that it consolidated the preliminary- and permanent-injunction hearings. We disagree. Although "it is generally inappropriate for a federal court at the preliminary-injunction stage to give a final judgment on the merits," University of Texas v. Camenisch, 101 S. Ct. 1830, 1834 (1981) (citations omitted), Rule 65(a)(2) of the Federal Rules of Civil Procedure allows consolidation of the preliminary-injunction hearing and the hearing on the merits of the permanent injunction. Fed. R. Civ. P. 65(a)(2). Before preliminary- and permanent-injunction hearings can be consolidated, though, parties must have notice of consolidation. Id.; Eli Lilly & Co. v. Generix Drug Sales, Inc., 460 F.2d 1096, 1106 (5th Cir. 1972).³ The district court's failure, however, to give notice "is not a sufficient basis for appellate reversal; [McLean] must

³ This court adopted as precedent all decisions of the former Fifth Circuit Court of Appeals decided prior to October 1, 1981. Bonner v. City of Pritchard, 661 F.2d 1206 (11th Cir. 1981).

also show that the procedures followed resulted in prejudice, i.e., that the lack of notice caused [McLean] to withhold certain proof which would show [her] entitlement to relief on the merits." Id.; cf. Garcia v. Smith, 689 F. 2d 1327, 1328 (11th Cir. 1982). After reviewing the record, we conclude that McLean has not been prejudiced.

At the preliminary-injunction hearing, McLean testified among other things that she had reacquired certain documents turned over to the Church and that she was using these documents to "counsel" Church members. She testified further that she had discussed certain aspects of her suit against the Church with persons who were not members of her immediate family. If we view this testimony in the light most favorable to McLean and if we assume that any evidence she might have presented at a later hearing on the merits would have fully corroborated her testimony, we would still find that she violated the terms of the Settlement Agreement. So, because McLean in effect conceded that she was violating the terms of the Settlement Agreement, we conclude that she was not prejudiced by being denied notice of the consolidation of her preliminary and permanent injunction hearings.

McLean also argues on appeal that the district court erred in holding that reacquisition and disclosure of reacquired documentary evidence violated the Settlement Agreement. We find this argument to be completely without merit. If the district court had held that reacquisition alone violated the Settlement Agreement, we might be influenced. The district court, however, held that reacquisition and then disclosure violated the Settlement Agreement. We agree.

III

For the foregoing reasons, we AFFIRM the district court's order of preliminary and permanent injunctive relief to the Church.

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FILED

JUL 24 1991

CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN, et al.) CV-88-1786 JMI (Ex)
)
) ORDER VACATING COURT'S
Plaintiffs,) PRIOR APPROVAL OF SUBSTITUTION
) OF COUNSEL AND ORDER APPROVING
v.) PLAINTIFFS' REQUEST TO BE IN
) PRO PER
CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, et al.,) ORDER SETTING MOTION CUT-OFF
) DATE
Defendants.)

IT IS HEREBY ORDERED:

The Court hereby VACATES the Orders approving substitution of attorney in pro per in place of Ford Greene for Plaintiffs VICKI J. AZNARAN and RICHARD N. AZNARAN (hereinafter "Plaintiffs") and the Order substituting Joseph A. Yanny as Plaintiffs' counsel, all filed July 1, 1991.

The aforementioned substitutions were approved as a routine matter by the Court's Staff in the Court's absence. The Court hereby finds that the approvals were issued in error. In light of Mr. Yanny's past legal representation of Defendants, the

1 Court hereby finds appointment of Mr. Yanny as Plaintiffs'
2 counsel inappropriate and highly prejudicial to Defendants in
3 this action. Therefore, the Court hereby ORDERS the Orders
4 approving substitution of attorney filed July 1, 1991 VACATED
5 and REINSTATES Ford Greene as Plaintiffs' counsel in this
6 action. The trial in this matter is set for October 15, 1991.
7 Should Plaintiffs' wish to substitute Ford Greene at this late
8 stage of the proceeding, the Court hereby ORDERS Plaintiffs and
9 their counsel to show cause by August 2, 1991 why such a
10 substitution is being sought.

11 In light of the foregoing, Defendants' ex parte application
12 for an order shortening time for hearing of the motion to
13 disqualify Plaintiffs' counsel is hereby rendered MOOT.

14 It is FURTHER ORDERED that August 19, 1991 is set as the
15 motion cut-off date in this action. All remaining motions in
16 this action are limited to 35 pages in length, excluding indices
17 and exhibits, and must be noticed no later than August 19, 1991

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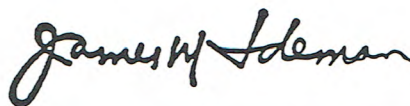
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1 and filed in a timely manner. No further motions will be heard
2 after that date absent a showing of good cause why the motion
3 could not be brought sooner.

4 IT IS SO ORDERED.

5
6 DATED: July 22, 1991

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JAMES M. IDEMAN
United States District Judge

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On October 3, 1991, I caused to be served the foregoing document described as NOTICE OF MOTION AND MOTION TO ENFORCE SETTLEMENT AGREEMENT; FOR LIQUIDATED DAMAGES AND TO ENJOIN FUTURE VIOLATIONS [FILED UNDER SEAL] on interested parties in this action as below:

Gerald Armstrong
P.O. Box 751
San Anselmo, CA 94960

Gerald Armstrong
707 Fawn Drive
Sleepy Hollow, CA 94960

If hand service is indicated, I caused the above-referenced paper to be served by hand, otherwise I caused such envelopes with postage thereon fully prepaid to be placed in the United States mail at Hollywood, California.

Executed on October 3, 1991, at Hollywood, California.

Helena K. Kobrin

000948

FILED

MAR 19 1992

HOWARD HANSON
MARIN COUNTY CLERK
by E. Keswick, Deputy

HUB LAW OFFICES
Ford Greene, Esquire
California State Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

RECEIVED

MAR 19 1992

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

No. 152 229

HUB LAW OFFICES

DECLARATION OF FORD GREENE
ON THE SUBJECT OF WAKEFIELD
V. CHURCH OF SCIENTOLOGY OF
CALIFORNIA (11TH CIR. 1991)
SUBMITTED IN OPPOSITION TO
ORDER TO SHOW CAUSE RE
PRELIMINARY INJUNCTION

Date: March 20, 1992
Time: 9:00 a.m.
Dept: 4 - Specially Set

FORD GREENE declares:

1. I am an attorney licensed to practice law in the Courts
of the State of California and am the attorney of record for
Gerald Armstrong, defendant herein.

2. The facts hereinafter stated are known to me of my own
personal knowledge and I can and will testify to the same if
called upon to do so.

3. During August and September 1989, I was the attorney of
record for Margery Wakefield, the plaintiff in a case entitled
Wakefield v. Church of Scientology of California, United States

000949

COPY

1 District Court, Middle District of Florida, Tampa Division, Case
2 No. 82-1313-CIV-T-10A.

3 4. I became involved in that case after the case-in-chief
4 had been dismissed by a secret settlement agreement between Ms.
5 Wakefield and Scientology.

6 5. At the time I became involved in the case, Scientology
7 was prosecuting secret, sealed enforcement proceedings by means of
8 contempt charges against Ms. Wakefield for allegedly violating
9 confidentiality provisions of the secret settlement agreement.
10 These proceedings were closed to the public and the press. Due to
11 such closure the Tampa Tribune and the St. Petersburg Times sought
12 to intervene in order to contest the fact that secret proceedings
13 were transpiring in consequence of which an individual could be
14 jailed for exercising her right to Free Speech.

15 6. Most of the file in Wakefield is sealed; thus I am
16 precluded from stating all I know regarding that case. I am not
17 precluded, however, from stating that the contempt enforcement
18 proceedings prosecuted by Scientology against Ms. Wakefield were
19 based upon a preliminary injunction it obtained in secret, closed
20 proceedings against Ms. Wakefield while she was not represented by
21 counsel. Ms. Wakefield also has a history of mental illness and
22 instability. Based upon the foregoing, it is my opinion that the
23 issues in Wakefield were never truly litigated and therefore the
24 appellate opinion relied on by Scientology fails to properly
25 address the issues raised by its brand of secret, settlement
26 agreement.

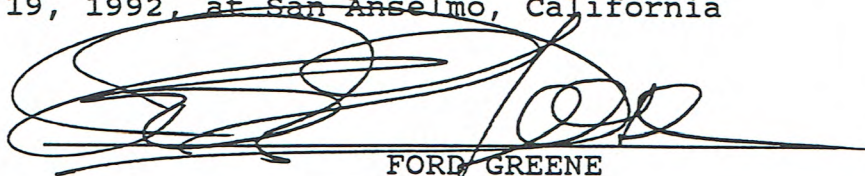
27 ///

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1 Under penalty of perjury pursuant to the laws of the State of
2 California I hereby declare that the foregoing is true and correct
3 according to my first-hand knowledge, except those matters stated
4 to be on information and belief, and as to those matters, I
5 believe them to be true.

6 Executed on March 19, 1992, at San Anselmo, California

7 
8
9 FORD GREENE

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28 000951

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following

documents: DECLARATION OF FORD GREENE ON THE SUBJECT OF
 WAKEFIELD V. CHURCH OF SCIENTOLOGY OF CALIFORNIA
 (11TH CIR. 1991) SUBMITTED IN OPPOSITION TO ORDER
 TO SHOW CAUSE RE PRELIMINARY INJUNCTION

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Telecopier
415-954-0938

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street. Suite 1200
Los Angeles, California 90012

By Telecopier
213-750-7900

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier
213-662-6419

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: March 19, 1992



000952

ORIGINAL

LEWIS, D'AMATO, BRISBOIS & BISGAARD
 DAVID B. PARKER
 GRAHAM E. BERRY
 JAYESH PATEL
 221 North Figueroa Street, Suite 1200
 Los Angeles, California 90012
 (213) 250-1800

FILED

MAR 17 1992

JOSEPH A. YANNY, ESQ.
 1925 Century Park East
 Suite 1260
 Los Angeles, California 90067
 (213) 551-2966

HOWARD HANSON
 MARIN COUNTY CLERK
 By A. Cooper, Deputy

Attorneys for Amicus Curiae JOSEPH A. YANNY, an individual and
 JOSEPH A. YANNY, a Professional Law Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

BC052395

CHURCH OF SCIENTOLOGY)
 INTERNATIONAL, A California)
 not-for-profit religious)
 corporation,)
 Plaintiff,)

vs.)

GERALD ARMSTRONG and DOES 1)
 through 25, inclusive,)
 Defendants.)

No. 152229

DECLARATION OF GRAHAM E. BERRY
 TO ALL EVIDENCE IN SUPPORT OF
 AMICUS CURIAE BRIEF IN
 OPPOSITION TO PLAINTIFF'S ORDER
 TO SHOW CAUSE RE PRELIMINARY
 INJUNCTION; EXHIBITS A THROUGH
 BB TO THE DECLARATION OF GRAHAM
 E. BERRY IN SUPPORT OF AMICUS
 CURIAE BRIEF

DATE: March 20, 1992
 TIME: 9:00 a.m.
 DEPT: 4

FILED

APR 13 1992

JAMES H. DEMPSEY, CLERK

Nelly Au
 BY NELLY AU, DEPUTY

[Filed Concurrently With Joseph
 A. Yanny's Amicus Curiae Brief;
 Appendix of Authorities In
 Support of Amicus Curiae Brief;
 Declaration of Graham E. Berry
 (Exhibits CC, DD); Declarations
 of Gerald Armstrong;
 Declarations of Michael J.
 Flynn, Esq.]

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DECLARATION OF GRAHAM E. BERRY

I, GRAHAM E. BERRY, declare:

1. I am an attorney duly licensed to practice in the State of California and am a member of the law firm of Lewis, D'Amato, Brisbois & Bisgaard, attorneys of record for Petitioners Joseph A. Yanny, an individual, and Joseph A. Yanny, a Professional Law Corporation ("Yanny") in this action.

2. I have personal knowledge of the facts contained in this Declaration and could and would competently testify to those facts if called upon to do so.

3. This Declaration is offered in support of Joseph A. Yanny's Amicus Curiae Brief in Opposition to Plaintiff's Order to Show Cause Re Preliminary Injunction.

4. Attached hereto as Exhibit A is a true and correct copy of Reporter's Partial Transcript, dated August 6, 1991, reported by Linda Staley, CSR No. 3359.

5. Attached hereto as Exhibit B is a true and correct copy of Reporter's Transcript of Proceedings, dated March 3, 1992, reported by Deborah S. Bartunek, CSR No. 4822.

6. Attached hereto as Exhibit C is a true and correct copy of a Letter from Graham E. Berry, Esq. to Laurie J. Bartilson, Esq., dated March 13, 1992.

7. Attached hereto as Exhibit D is a true and correct copy of L. Ron Hubbard, Technique 88, "On Control and Lying".

8. Attached hereto as Exhibit E is a true and correct copy of Memorandum of Intended Decision, dated June 22, 1984, in Armstrong I.

1 9. Attached hereto as Exhibit F is a true and correct copy
2 of excerpts from John Atack's "A Piece of Blue Sky, Scientology,
3 Dianetics and L. Ron Hubbard Exposed", including Chapter Five.

4 10. Attached hereto as Exhibit G is a true and correct copy
5 of excerpts from John Atack's "A Piece of Blue Sky, Scientology,
6 Dianetics and L. Ron Hubbard Exposed", including Chapter Two.

7 11. Attached hereto as Exhibit H is a true and correct copy
8 of a Letter from Gerald Armstrong to Eric M. Lieberman, Esq., dated
9 August 21, 1991.

10 12. Attached hereto as Exhibit I is a true and correct copy
11 of James B. Stewart, Jr.'s "Scientology's War Against Judges", dated
12 December 1980.

13 13. Attached hereto as Exhibit J is a true and correct copy
14 of "Misconduct by Judge Alleged in Scientology Suit", by Robert
15 Welkos, Times Staff Writer, Los Angeles Times, dated September 20,
16 1988.

17 14. Attached hereto as Exhibit K is a true and correct copy
18 of excerpts from John Atack's "A Piece of Blue Sky, Scientology,
19 Dianetics and L. Ron Hubbard Exposed", including Chapter One.

20 15. Attached hereto as Exhibit L is a true and correct copy
21 of Mutual Release of All Claims and Settlement Agreement, dated
22 December 6, 1986.

23 16. Attached hereto as Exhibit M is a true and correct copy
24 of Settlement Agreement, delineating dates from December 4, 1986 to
25 December 20, 1986.

26 17. Attached hereto as Exhibit N is a true and correct copy
27 of Minute Order, dated December 12, 1986.

28 18. Attached hereto as Exhibit O is a true and correct copy

1 of Order Dismissing Action With Prejudice, dated December 11, 1986.

2 19. Attached hereto as Exhibit P is a true and correct copy
3 of Reporter's Transcript of Proceedings, dated December 11, 1986,
4 reported by Nancy L. Harris, CSR No. 644.

5 20. Attached hereto as Exhibit Q is a true and correct copy
6 of Reporter's Transcript of Proceedings, dated December 23, 1991,
7 reported by Herbert Cannon, CSR No. 1923.

8 21. Attached hereto as Exhibit R is a true and correct copy
9 of Complaint for False Imprisonment; Intentional Infliction of
10 Emotional Distress; Negligent Infliction of Emotional Distress; Loss
11 of Consortium; Conspiracy; Breach of Contract; Restitution; Fraud;
12 Invasion of Privacy; Breach of Statutory Duty to Pay Minimum Wages and
13 Overtime [Cal. Lab. C. §1194]; and Constructive Fraud, dated April 1,
14 1988, in Aznaran v. Church of Scientology of California, Inc., et al.,
15 Case No. CV 88-1786 WDK (Ex).

16 22. Attached hereto as Exhibit S is a true and correct copy
17 of Defendants' "Meet & Confer" Statement Regarding Defendants' Noticed
18 Depositions of John J. Quinn, William T. Drescher and Laurie J.
19 Bartilson and the Custodian of Records of Their Respective Law Firms,
20 dated February 20, 1992, in Yanny II.

21 23. Attached hereto as Exhibit T is a true and correct copy
22 of Verified Complaint for Damages and For Temporary, Preliminary and
23 Permanent Injunctive Relief for Breach of Fiduciary Duty, dated July
24 18, 1991, in Yanny II.

25 24. Attached hereto as Exhibit U is a true and correct copy
26 of Defendants' Verified First Amended Answer to Plaintiffs' Verified
27 Complaint; Demand for Jury Trial, dated January 22, 1982, in Yanny II.

28 25. Attached hereto as Exhibit V is a true and correct copy

1 of Eye's Only, Top Secret, "Project Quaker, (Refer to the persons
2 concerned as 'the friends')".

3 26. Attached hereto as Exhibit W is a true and correct copy
4 of Hubbard Communications Office, HCO Policy Letter of 18 October
5 1967, Issue IV, "Penalties for Lower Conditions".

6 27. Attached hereto as Exhibit X is a true and correct copy
7 of "Re: Books, etc., Written About Scientology By SPs", dated October
8 7, 1971.

9 28. Attached hereto as Exhibit Y is a true and correct copy
10 of a Scientology Letter to "Michael", dated May 20, 1975, re burglary,
11 and breaking and entering.

12 29. Attached hereto as Exhibit Z is a true and correct copy
13 of Sentencing Memorandum of the United States of America, dated
14 December 16, 1980, in United States v. Jane Kember, U.S.D.C., District
15 of Columbia, Criminal No. 78-401(2) & (3).

16 30. Attached hereto as Exhibit AA is a true and correct
17 copy of "Int Hatting: The Strike", dated October 17, 1971.

18 31. Attached hereto as Exhibit BB is a true and correct
19 copy of Declaration of Joseph A. Yanny, dated July 13, 1988.

20 32. Attached under separate cover entitled "Exhibit CC to
21 the Declaration of Graham E. Berry" is a true and correct copy of
22 Stipulation of Evidence, U.S. v. Hubbard, et al., U.S.D.C. for the
23 District of Columbia, Criminal No. 78-401, dated October 1979.

24 33. Attached under separate cover entitled "Exhibit DD to
25 the Declaration of Graham E. Berry" is a true and correct copy of
26 Notice of Motion and Motion to Enforce Settlement Agreement; for
27 Liquidated Damages and to Enjoin Future Violations, dated October 3,
28 1991, in Armstrong I.

1 34. Attached under separate cover entitled "Declarations of
2 Gerald Armstrong" are copies of the following exhibits:

3 (a) Affidavit of Gerald Armstrong, dated March 19,
4 1986 (Exhibit A);

5 (b) Declaration of Gerald Armstrong, dated November 1,
6 1986 (Exhibit B);

7 (c) Declaration of Gerald Armstrong, dated December
8 18, 1983 (Exhibit C);

9 (d) Declaration of Gerald Armstrong, dated November 7,
10 1986 (Exhibit D);

11 (e) Declaration of Gerald Armstrong, dated November
12 18, 1986 (Exhibit E);

13 (f) Declaration of Gerald Armstrong, dated March 15,
14 1990 (Exhibit F);

15 (g) Declaration of Gerald Armstrong, dated September
16 3, 1991 (Exhibit G);

17 (c) Declaration of Gerald Armstrong, dated May 7, 1985
18 (Exhibit H).

19 35. Attached under separate cover entitled "Declarations of
20 Michael J. Flynn, Esq." are copies of the following exhibits:

21 (a) Affidavit of Michael J. Flynn, dated September 21,
22 1983 (Exhibit A);

23 (b) Declaration of Michael J. Flynn, dated November 7,
24 1984 (Exhibit B);

25 / / /

26 / / /

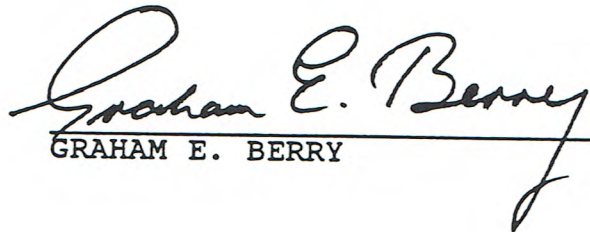
27 / / /

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1 (c) Declaration of Michael J. Flynn, dated July 1985
2 (Exhibit C).
3

4 I declare under penalty of perjury under the laws of the State of
5 California that the following is true and correct.

6 Executed this 16th day of March, 1992 at Los Angeles, California.
7

8
9 
10 GRAHAM E. BERRY

11 Armsdecl.acb
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Exhibit X

GC 183
To all
A/Gs
D/S
PRs
Bur 4s

7 October 1977

RE: BOOKS & ENTIRETA WRITTEN ABOUT SCIENTOLOGY
BY SPs

In the UK, the following legal actions have been taken on entireta books which have been written about Scientology.

1. Satins Slaves - this was a book all about Charles Manson and hippie cults in California. In several places, throughout the book, Charles Manson was mentioned as a former Scientologist (untrue) and it was alleged that he got his start with Scientology etc.

The publishers of the book were sued for libel -- they did not serve a defence but instead asked for settlement. It was agreed that they would pay us £100 damages, together with the costs of the action. They also agreed to make an apology in open court and to discontinue publication and sales of the book.

2. A psychologist by the name of Mr. Christopher Evans was writing a book entitled "20th Century Cults". Legal started writing to him and his publishers and later his lawyers. No proceedings were started because the book had not been published. However, endless letters were sent to and from over a period of about a year, during which time it was made clear to the publishers and their lawyers that if they published the book, they would have to fight a legal action, which would lose them money.

Finally the publishers lawyers wrote to us to say that there was no point in continuing the correspondence because the publishers had now decided not to publish the book. As of this date the book has not been published.

3. C. H. Rolph (small time author and journalist), was commissioned by the NAMH U.K. to write a book on the subject of the NAMH conflict with Scientology, from their viewpoint. PRs got on a touch with Rolph - Rolph came down to SH and there were a series of friendly letters. Rolph finally submitted his manuscript to PRs but, in spite of the friendly visits, it turned out that he was just a NAMH lack and had written an attack.

Legal wrote to him and his lawyers, and pointed out that publication would be a contempt of court (because of other legal actions which we have against the NAMH). The book has not been published.

4. "Scientology, what it is - what it does" by Rev. Morris Burrell was the first book published in the UK, solely on the subject of Scientology. Burrell had been in comm with PRs and a long series of letters had passed between them. But once again, the book when published turned out to be hostile. The front cover of the book contained the Scientology double triangle and our first thought was to begin legal proceedings for infringement of trademark. However, on reading the book, it was discovered that Burrell had mentioned a number of libel actions in which C of S was engaged and had commented upon them.

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Thus, being a contempt of court, legal moved to court for an order "that Morris C. Burrell do stand committed to Her Majesty's Prison at Brixton and that the publishers may be so committed for their several and respective contempts".

So, legal took them to Court, and the Judge found that the book was a contempt of court. So the book was drawn from publication without any copies having been to the public.

The latest book is by Cyril Vosper called "The Hindbenders", a stupid bit of natter. A preview of the book was sent out by the publishers, and PRO was alerted by a phone call from a TV station, who wanted a confrontation on TV with Cyril Vosper. This gave the G.O. 24 hours to stop the book, the TV confrontation and attendant bad publicity.

The book contained numerous quotes from Scientology books and policy letters etc and contained some data which Vosper had learned on the Solo Course. Legal proceedings were brought on the basis of breach of copyright and breach of confidential relationship (meaning putting in details of the Solo Course). As time was short, 34 did a superb job of getting data, PRO did a superb job of stalling TV, and legal went round to the Judge in the evening at his own home, to ask for an injunction. (An injunction is a Court order stopping a person from doing a particular act). In this case the injunction was to prevent the book from being sold or distributed. PRO went down to the TV station, to be ready to appear, in case the injunction was not obtained. The programme announcer had already made his introductions on Cyril and his book, when the phone rang in the studio, and our lawyer informed the producer that the injunction had been obtained. The announcer was forced to apologize to the viewers, and PRO handled the resultant tension after the programme had not gone on, with a drunken Vosper and furious producer.

The injunction was Ex parte (the other side was not present when it was obtained) and 3 weeks later legal went before the Court again for a contested hearing, to see whether the injunction should be continued or not. Legal won on both counts of copyright and breach of confidence. The other side now have 14 days in which to appeal.

The point of relating these actions is to indicate that the following countries have similar laws to Britain:

New Zealand

Australia

South Africa

Canada

There is no acceptable justification in these countries for no action being taken against the publishers and authors of enticement books. The G.O. has to act fast, effectively and with imagination. The skill required is in

- 1) Having the brains to see a possible course of action, no matter how unlikely.
- 2) Having the necessary organisation to start that action immediately and bring it to a point of confrontation and decision. (The longer the delay, the greater the chance of failure).

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- 3) Legal U.S. action, if ever, involves its chances of winning before commencing action. Its ability lies in getting the action into court fast, without a 50A on the chances of winning. No-one can accurately assess in advance the chances of winning or losing, as this is a matter of individual lawyers, individual judges how many are breaks the judge had that day, the particular circumstance of the particular case which strikes the Judge and good fortune. Good fortune never strikes you in Court, unless you are in Court.
- 4) Legal U.S. has been in courts more often in the past 3 years than the rest of the Scientology world combined. They have won more cases and lost more cases than anywhere else. They lost cases they were sure they would win, and won cases they were sure they would lose. The losses did not hurt us, and the successes established an iron clad ethics presence, which has probably prevented more entheta than we will ever know about (B4 feedback lines confirm this).
- 5) Do not worry about whether you will win or lose, but direct all effort and concentration on the legal technicalities required to achieve a legal confrontation.
- 6) It is always technically possible - though sometimes difficult, to get into Court. The most difficult part is in forcing your legal team, especially outside lawyers, to get this done, in spite of their terror of losing. It requires intention, determination and forceful persistence to get this done. Not legal genius.

Re USA

In America, where Freedom of Speech includes freedom to malign with impunity, except for old ladies and crippled men, much more imagination is required. Because of the Constitution of America, and case libel or libel, inclusive of recent Supreme Court decisions, it is impossible to prevent publication of libel. Attempts to prevent a book being published are called pre-publication censorship, and are extremely unpopular legally. However, where U.S. legal has been successful prior to Court appearances and actual trial in effecting settlement.

The button used in effecting settlement is purely financial. In other words, it is more costly to continue the legal action than to settle in some fashion. Using this, legal U.S. usually moves for retraction of the libel and/or publication of a correction or Scientology viewpoint.

Therefore, it is imperative that legal US Dev-T his opponents and their lawyers with correspondence (a lawyer's letter costs approx \$50), phone calls (time costs), interrogatories, depositions and whatever else legal can mock up.

One of the bright spots of US legal is that even if you lose you don't pay your opponent for his lawyers fees. Therefore the cost of any legal action is small by comparison with Commonwealth Countries, where the loser pays everything.

N.B.: Any legal action on entheta publications needs the close co-ordination of PR, Legal and B4. One should carry forward without being afraid of being labelled litigious. We want the reputation that we use the laws of

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to uphold our legal and civil rights.

Legal terminals have only just been set up although the laws are different from Commonwealth and there are actions which can be taken if they are pushed and forced through.

Up to this point, the G.O. has been entirely swayed by our wog lawyers negative opinions but legal in should note the message in this Guardian order.

The message is that in combatting unethical articles and books, legal should be aggressive, fast, persistent and untiring.

Every skirmish should be treated like a major battle.

Jane Kember
Guardian World Wide

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BB)

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DECLARATION OF JOSEPH A. YANNY

I, JOSEPH A. YANNY, having personal knowledge of the following hereby declare and state that:

1. I am an attorney at law, duly admitted to practice before the United States Supreme Court, the Supreme Courts of the States of California and Illinois, and numerous other federal courts and administrative agencies. This is the tenth year of my admission to practice law. I am the sole shareholder of the entity known as Joseph A. Yanny, a Professional Corporation, which does business as Herzig & Yanny.

2. I have from time to time, represented the Plaintiffs herein (hereinafter collectively referred to as the "Cult") over the course of several years. My Corporation and I are Defendants herein, along with several of my associates. The Cult asks for equity, but their hands are unclean.

3. One of the basic beliefs of the Cult is the much written about "FAIR GAME" policy which states that an "ENEMY" of Scientology:

May be deprived of property or injured
by any means by any Scientologist
without any discipline of the Scientologist. May be tricked, sued or lied to
or destroyed.

A true and correct copy of which is submitted as exhibit A.

4. The Corollary to this "Fair Game" Doctrine is the "Religious Practice" set forth in the Cults' "Scripture" known

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10.

1 as the "10 checksheet" (a true and correct copy which is
2 submitted as Exhibit 1) and provides at the page marked as 55:

3 The purpose of the suit is to harass and
4 discourage rather than to win. The law can
5 be used very easily to harass and enough
6 harassment on somebody who is simply on the
7 thin edge anyway, well knowing that he is not
8 authorized, will generally be sufficient to
9 cause his professional deacease. If possible,
10 of course, ruin him utterly.

11 (emphasis added)

12 That is the purpose of this suit against myself, my firm and my
13 associates. The Cult is so anxious to abuse process that it
14 claims it needs expedited discovery, a special dispensation from
15 the Rules of Discovery intended to allow a Defendant sufficient
16 time to secure and brief counsel.

17 5. The "Fair Game" doctrine has been discussed at length
18 in numerous litigations including the one entitled U.S. v.
19 Hubbard reported at 474 F. 2d 64 (D.C .D.C. 1979), its pre-
20 decessors and its progeny. See e.g., 572 F. 2d 321, 591 F. 2d
21 533, 650 F. 2d 293, 668 F. 2d 1238, 436 F. Supp. 689, 529 F.
22 Supp. 945. In that case, top executives of the Cult were
23 eventually convicted of crimes including theft of U.S.
24 Government documents, obstruction of justice, and other "fair
25 game" related activities against the Government of the U.S., a
26 known "ENEMY" of the Cult. See Exhibit 25 and 27 submitted
27 herewith i.e. Sentencing Memorandum and Stipulation of Evidence.
28

1 6. ate as 1984, Judge Breck. idge of this Honorable
2 Court, wrote an opinion finding that the infamous "fair game"
3 doctrine was still in full force and effect, barring equitable
4 relief against the defendant in that case, Mr. Gerald Armstrong,
5 who had actually stolen documents from the Cult. A true and
6 correct copy of the decision in the case of Hubbard v. Armstrong
7 is submitted herewith as Exhibit B.

8 As Judge Breckenridge stated at page 8 of that opinion:

9 In 1970 a police agency of the French Govern-
10 ment conducted an investigation into Scien-
11 tology and concluded, "this sect, under the
12 pretext of 'freeing humans' is nothing in
13 reality but a vast enterprise to extract the
14 maximum amount of money from its adepts by
15 (use of) pseudo-scientific theories, by (use
16 of) 'auditions' and 'stage settings' (lit. to
17 create a theatrical scene) pushed to extremes
18 (a machine to detect lies, its own particular
19 phraseology . .), to estrange adepts from
20 their families and to exercise a kind of
21 blackmail against persons who do not wish to
22 continue with this sect."2 From the evidence
23 presented to this court in 1984, at the very
24 least, similar conclusions can be drawn. In
25 addition to violating and abusing its own
26 members civil rights, the organization over
27 the years with its "Fair Game" doctrine has
28 harassed and abused those persons not in the

10.
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1 Church whom it perceives as enemies. The
2 organization clearly is schizophrenic and
3 paranoid, and this bizarre combination seems
4 to be a reflection of its founder LRM.

5 Judicial Notice thereof is requested.

6 7. I would call the Court's attention to the doctrine of
7 collateral estoppel, best stated by the U.S. Supreme Court in
8 the case of University of Illinois v. Blonder-Tongue Labora-
9 tories, 402 U.S. 313, 28 L. Ed. 2d 788, 91 S. Ct. 1434 (1971).

10 I could cite California and Federal authority for the proposi-
11 tion that once a policy such as "Fair Game" is established, the
12 burden shifts to the Cult to establish "a change in circum-
13 stance." However, I do not have the research on the subject nor
14 my notes and copies of cases thereto (they are locked in this
15 Court's jury room.)

16 8. The Court should also see the case of Allard v. Church
17 of Scientology of California, 129 Cal. Rptr. 797 (2nd Dist.
18 1976), submitted as exhibit 5 herewith, and the full text of the
19 Stipulation of Evidence in the case of United States v. Hubbard,
20 which sets fourth the various "Religious" practices of the Cult
21 as including:

22 III. The conspiracy to intercept oral commu-
23 nications, Burglarize and steal and the
24 substantive acts committed pursuant thereto.

25 IV. The conspiracy to Obstruct Justice, to
26 obstruct an investigation, to harbor a
27 fugitive and to make false declarations
28 before the grand jury.

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1 9. Submitted herewith a collection of exhibits which
2 consist mostly of pleadings, evidence, exhibits, and judges'
3 opinions in legal cases, with the only exceptions being No. 15,
4 a magazine article, and No. 12, complaints filed with the
5 Massachusetts Board of Bar Oversees by the Cult.

6 These materials are offered to show the chronic nation-
7 wide contempt which the Cult has shown for all judicial process.
8 These materials clearly demonstrate that the Cult, according to
9 written policy, will use any means legal or illegal to subvert
10 and frustrate judicial process against them, and will willingly
11 and knowingly abuse judicial process in order to attack per-
12 ceived "enemies". The victims of these attacks include lawyers,
13 judges, witnesses, and party defendants.

14 10. The following is a brief characterization of each of
15 the included documents. True and correct copies of the exhibits
16 are submitted herewith to wit:

17 Exhibit 1. Purpose of a Lawsuit. This exhibit includes
18 two items. The first is a magazine article written by L. Ron
19 Hubbard, the founder of Scientology, describing how to use a
20 lawsuit to harass opponents (see page 55). The second is an
21 internal Scientology document, that was part of the court record
22 in United States v. Mary Sue Hubbard, Cr.No. 78-401 (D.Ct.,
23 D.C.).

24 It states that the object of litigation with the I.R.S. is
25 delay.

26 Exhibit 2. "Freedom of Speech Includes Freedom to Malign".
27 This document, written by Jane Kember, includes a blunt des-
28 cription of how knowingly frivolous lawsuits can be used to

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1 drive publishers into submission. Kember states that since in
2 the U.S. a person who loses a lawsuit is not required to pay the
3 opponent's cost, frivolous suits are an effective means of
4 imposing unbearable financial burdens on publishers and thereby
5 suppressing publication of materials on Scientology.

6 Exhibit 3 - 9 Various cases which the Cult lost including
7 findings of frivolousness with the award of sanctions.

8 Exhibit 10. Readers Digest Case. The Cult attempted to
9 enjoin the publication of a Readers Digest article in Denmark.
10 The Court held that the suit was without merit and ordered the
11 Cult to pay the Readers Digest Dkr. 2000.

12 Exhibit 11. Lawsuits Against Attorneys Michael Flynn and
13 Thomas Hoffman. Attorneys Flynn and Hoffman represented plain-
14 tiffs who were suing the Cult. The Cult has sued the attorneys
15 and their employees. This exhibit includes the cover sheets of
16 the suits and two court orders dismissing the suits.

17 Exhibit 12. Frivolous Bar Complaints. The exhibit
18 includes cover sheets of frivolous bar complaints against
19 attorneys representing plaintiffs who are suing the Cult.

20 Exhibit 13. Church of Scientology v. Cooper. In this
21 opinion, Federal Judge Hauck describes an incident in which a
22 Cult member was found wandering around in a security area in the
23 Los Angeles Federal Courthouse.

24 Exhibit 14. Motion to Disqualify. Self-explanatory.

25 Exhibit 15. Article From "American Lawyer". Describes a
26 number of covert operations against judges who were sitting on
27 Cult cases.

1 Exhibit 16. Investigations of Judges. The three parts of
2 this exhibit describe Cult operations to investigate the per-
3 sonal backgrounds and families of judges deliberating in Scien-
4 tology cases. These exhibits are internal Cult documents seized
5 by the F.B.I. from Cult headquarters in 1977 and were part of
6 the court record in United States v. Mary Sue Hubbard, supra.

7 Exhibit 17. Affidavit Regarding Infiltration. This
8 affidavit of Dennis Quilligan describes the efforts of a Cult
9 lawyer to infiltrate the State's Attorneys office and his
10 successful infiltration of the lawfirm, representing Mayor
11 Cazares, who was then being sued by the Cult.

12 Exhibit 18. Unsigned Stipulation of Evidence. This
13 lengthy document was the agreed basis for the conviction of the
14 Church's top leaders in Federal Court in Washington, D.C. It
15 includes a variety of criminal actions committed by the Scien-
16 tologists, including obstruction of justice.

17 Exhibit 19. Instructions on How to Lie. An internal Cult
18 document containing instructions on how to lie effectively.

19 Exhibit 20. Instructions on How To Steal Documents. This
20 appalling document is self explanatory. It was seized in the
21 F.B.I. raid. The second part of the exhibit shows full know-
22 ledge by Cult officials^{et} of ongoing burglaries.

23 Exhibit 21. More Instructions. Self-explanatory.

24 Exhibit 22. "Bulldozer Leak". This document describes an
25 operation to frustrate service of legal process by fraudulent
26 means. This document was seized in the F.B.I. raid.

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1 Exhibit 23. Project Quaker. This document describes an
2 operation to obstruct justice by concealing witnesses. Also
3 taken in the F.B.I. raid

4 Exhibit 24. Early Warning System. A scheme to frustrate
5 legal process by fraudulent and criminal means. This document
6 was also taken in the F.B.I. raid.

7 Exhibit 25. Scientology Memorandum. This is a lucid
8 description of the scope of criminal and tortious activities and
9 abuse of the judicial system by the Scientologists.

10 Exhibit 26. List of Scientology Lawsuits. This exhibit
11 is a partial list of lawsuits brought by the Cult, intended to
12 show the extreme litigiousness of the cult.

13 Exhibit 27. The Signed Stipulation referred to in
14 Exhibit 18.

15 11. I have personal knowledge of the fact that while the
16 Cult claims in the verified complaint, to be religious, this
17 Cult claims to be religious only within those jurisdictions
18 where it is expedient to be so, e.g. the U.S. where there is a
19 tax exempt status for such activities and a first amendment to
20 hide behind when tortious and criminal activity must be
21 defended. However, I have personal knowledge that in such
22 places as Israel and many parts of Latin America, where it is
23 not expedient to be a religious organization, (because of a
24 state religion and a prohibition against ownership of property
25 by Religious organizations, Respectively,) "The Cult" claims to
26 be a philosophical Society. I also have personal knowledge of
27 documents which can prove these facts, which documents are in
28 the possession of Thomas Small, Esq. of the firm of McDonald &

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1 Halstead, and Cult member such as Alan Cartright and a young
2 lady named "Kirsten" (pronounced-Sher Ston).

3 12. The Court should also be aware of the verdict in two
4 recent cases, to wit:

5 1) Christofersin (Titchbourne) v. CSC,
6 Hubbard et al., Portland, Oregon decided in
7 1985 (Case citation in Court's Jury room) (in
8 which a jury awarded Mrs. Titchbourne \$39
9 million dollars as a result of the "Fair
10 Game" "Religious" practices directed at her);
11 and the case of 2) Wollersheim v. C.S.C. in
12 LA Superior Court before the Honorable Ronald
13 Swearinger (citation in Courts Jury Room) (in
14 which the jury awarded Mr. Wollersheim \$30
15 million as a result of the "Fair Game"
16 "Religious" Practices directed at him)

17 13. Since the outbreak of hostilities between the Aznarans
18 and the Cult, there is additional evidence of continued applica-
19 tion of the "Fair Game Doctrine" present in the instant case, to
20 wit:

21 1) Ms. Karen McRae, one of my alleged
22 co-conspirators herein, after having been
23 visited upon by various attorneys for the
24 Cult (including two phone calls from: Earle
25 Cooley, Esq. and one visit in Dallas, Texas,
26 by a female attorney from a D.C. firm repre-
27 senting the Cult), was severely beaten by two
28 unknown assailants in Dallas, Texas;

1 2) Rick Aznaran, while under surveillance
2 by agents of the Cult, was the object of a
3 hit and run accident in the State of Texas;

4 3) This past week, Ms. Wilske, my fiance,
5 was the object of an auto accident involving
6 collision of the front and the rear of her
7 vehicle, totally disabling it and injuring
8 her;

9 4) I, on Sunday June 26, 1988, at about
10 5:00 p.m. was stopped by no less than four
11 local police cars, in the City of Bellaire,
12 Ohio. The police called me by name and
13 informed me that they had information that I
14 was in possession of firearms and cocaine
15 (the very same allegations made by the Cult
16 in this case.) I was informed by the police
17 that I had two options i.e. to allow my car
18 to be searched or be arrested on the spot.
19 Needless to say, I permitted the car my
20 person and the person of my relative to be
21 searched. Nothing was found. The next day,
22 Monday the 27th of June, the occupants of two
23 out-of-state cars having Pennsylvania plates,
24 were questioned by local officials. The
25 occupants, stated that they had had me under
26 surveillance since Saturday, June 25, 1988
27 (before the search by the police), and that
28 they had been hired by a Washington D.C. firm

1 who represents the Cult) named Williams ;
2 Connolly. A full report on this matter is now
3 in the hands of the FBI.

4 5) At a meeting held in the offices of
5 Howard Weitzman, on June 15, 1988, I was
6 informed by Mr. Weitzman, that this suit need
7 not be filed and "could be handled", if and
8 only if, the Aznaran suit would be made to go
9 away.

10 6) Since I stopped representing the Cult in
11 or about November or 1987, my offices have
12 been broken into on at least three occasions
13 (once with a crow bar), and numerous docu-
14 ments are now missing relating to the cult.
15 These break-ins were conducted a number of
16 months after Mr. Moxon (an unindicted co-
17 conspirator in the United States v. Hubbard
18 case) had "cased the Joint" under the guise
19 of wanting to rent space from me;
20

21 Now as to the players:

22 14. As to Mr. Vallier, my former associate, an officer of
23 my professional Corporation, and former employee, I state as
24 follows:

25 a) Mr. Vallier, quit my employment in the month of
26 February on a few days notice;

27 b) Mr. Vallier is a well known seller of large quantities
28 of cocaine and has been so for years;

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1 c) I am informed by Mr. Vallier that he was first busted
2 and convicted on drug charges at age 17, I am informed that
3 through the aid of his father (a local attorney), he had the
4 matter expunged from his record. Mr. Vallier expressed concern
5 to me during 1986 that he was being blackmailed by the Cult. He
6 stated that the Cult had confronted him with the fact of his
7 prior drug conviction as a minor, a fact that was not public
8 record;

9 d) I have personally seen Mr. Vallier in possession of
10 large quantities of cocaine which he stated was intended for
11 resale; and he also stated that selling drugs was his way of
12 supporting his own habit and supplemented his income;

13 e) Mr. Vallier has stated that he had been a supplier of
14 cocaine to other known enemies of the Cult while he was in law
15 school;

16 f) Mr. Vallier stated before departing my good offices
17 that he had been an "operative" for the Cult in obtaining
18 information from inside the offices of Charles O'Reilly, through
19 an old "cuddle" (as he called her), whom I recall he identified
20 as "Mary", stating that she was one of the O'Reilly attorneys'
21 secretary. Mr. Vallier further stated that he supplied "Mary"
22 with cocaine. With respect to the O'Reilly operation,
23 Mr. Vallier stated to me that he was "Run" by Warren McShane;

24 g) There currently exists a dispute between Mr. Vallier
25 and myself as to fees earned. It took Mr. Vallier three times
26 to pass the California Bar Exam.

27 15. Ms. Peti:
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1 a) Worked for me from April 1987, (the time when the
2 Aznarans made an escape from a secret cult prison location in
3 the desert known as "Happy Valley") until shortly before, the
4 institution of this action. She was emotionally distraught, a
5 heavy substance abuser, and possessed of an extreme weight
6 problem. She was also a lover of Thomas Vallier with whom she
7 spent the night during a visit to Oregon which we took in the
8 Summer of 1987.

9 b) I am within the last week, informed by a Mr. Waysman
10 that she was a former secretary of his and a key witness in a
11 disciplinary proceeding which resulted in the 1986 published
12 case of Waysman v. State Bar of California, 224 Cal. Rptr. 101
13 (Cal.1986), involving allegations of drinking and drug abuse.
14 I am informed by Mr. Waysman, that Ms. Peti, worked for him only
15 three weeks before running off with money and testifying to
16 things she could have had no knowledge of.

17 c) I now believe Ms. Peti, was recruited to infiltrate my
18 organization as a plant at about the time of the criminal
19 incarceration of Vicki Aznaran, in early 1987, by the Cult
20 because of Peti's peculiar experience as witness in the Waysman
21 case (see exhibits 17 & 20.)

22 d) Prior to departing my offices, Ms. Peti had numerous
23 financial misfortunes, was sued for divorce by her estranged
24 husband, (the law clerk referred to in the Waysman case), and
25 was heavily using alcohol and drugs (which she stated she
26 obtained from Mr. Vallier, who she was regularly seeing after he
27 left my employment).

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1 16. As to Mr. Warren McShane, I state that he has informed
2 me that he was a high ranking operative in the "G.O.", during
3 the days which saw the events which resulted in the United
4 States v. Hubbard convictions. His tendencies towards criminal
5 behavior and disregard for the law were the subject of many
6 complaints by me to Mrs. Vicki Aznaran prior to her incarceration
7 in the desert by the Cult. It was this tendency to crimi-
8 nality that resulted in his removal from his post and apparently
9 gave rise to his current grudge match against me. I was
10 informed by Mr. McShane that he was running plants in the inner
11 circle of one David Mayo and that he was "culling" confidential
12 confessional folders of Cult members (known as "P.C. folders")
13 to gain information that would be used against them as blackmail
14 or for impeachment purposes. I personally observed this culling
15 and objected to it.

16 17. As to Mr. Moxon, I state that:

17 Prior to his completing law school, he was one of numerous
18 unindicted co-conspirators in the case of United States v.
19 Hubbard.

20 18. Mr. Cooley (who in his last two outings for the Cult
21 lost a \$39 million dollar verdict in Oregon and another \$30
22 million verdict in L.A.) has personally ordered the destruction
23 of evidence relating to Cult litigation in my presence. These
24 orders were given to Warren McShane and Mark "Marty" Rathburn.

25 19. I was hired by Mrs. Aznaran in 1984 to represent the
26 Cult in trade secret, copyright and trade mark litigation
27 matters.

1 20. I am informed and therefore believe, that sometime in
2 early 1987, Mrs. Aznaran was abducted and taken to a
3 "Jonestown-like" camp known as "Happy Valley". As far as I knew
4 she just disappeared. It was not until many months later that
5 Vicki, a personal friend, found the courage to initiate contact
6 with me.

7 21. Prior to speaking with Vicki, after her abduction, a
8 number of extremely troubling occurrences happened involving my
9 representation of the Cult; to wit:

10 a) Sometime in April or May of 1987 I was summoned
11 to a meeting on the 4th floor of the Cult headquarters in L.A.
12 and at that meeting were many high ranking officials of the Cult
13 including, Linda Hamel (director of Covert Intel operations),
14 "Marty" Mark Rathburn, and an indistinguished cast of others.
15 The subject matter of the meeting was to be "the Catholic
16 Conspiracy and Charles O'Reilly." At the meeting it was
17 explained that Catholics were enemies of the Cult and that
18 Charles O'Reilly was their best hit man. (O'Reilly had recently
19 obtained a \$30 million dollar verdict against the Cult in
20 Wollersheim and previously tried the Allard case). Mr. O'Reilly
21 (whom I have personally sued for the Cult, obtaining an
22 injunction against him in Federal Court), despite his human
23 tendencies, remains one of the few lawyers in this country with
24 the skill and courage to meet the Cult head on, beat it and not
25 sell out. Since he didn't have a price, it was explained by
26 Mr. Rathburn that he must be handled through blackmail. Three
27 private investigators were present at the meeting. I do not
28 remember their names. I and the others were told by "Marty"

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1 Rathburn, at on the orders of David Miscavige (the successor
2 the L. Ron Hubbard as the head of the Cult), that the medical
3 records of O'Reilly were to stolen from the "Betty Ford Center"
4 and another location in Santa Barbara, to show that he was using
5 cocaine, discredit him, and possibly blackmail him into easing
6 off on his 30 million dollar verdict now on appeal. I objected
7 to this as illegal and an alternative plan was quickly arrived
8 at to "settle my nerves". Within days, I informed the Cults'
9 chief lawyer, John Peterson, that I wanted to substitute out of
10 the cases in which I represented the Cult. Shortly thereafter
11 Mr. Peterson died. I substituted out as quickly as possible
12 thereafter.

13 b) I also became aware of numerous "cullings" of P.C.
14 folders by Cult members. I was actually given P.C. folder data
15 to prepare for depositions of former members. Again I objected.
16 The confidential materials were put in "prep Packs". When I
17 objected to this practice, I was told by Mr. McShane and a
18 Mr. Ryerson that this was standard practice in the Cult. I
19 again offered my resignation as their counsel. Within weeks,
20 the prep packs were removed from my office by a team of Cult
21 members headed by a Mrs. Joyce Van Dyke. Prior to the break-ins
22 into my office, I received receipts for the prep packs as they
23 were turned over to the Cult team. I have not been able to
24 locate them.

25 c) There was also wholesale destruction of evidence,
26 theft of documents from private persons and attempts to infil-
27 trate the Court chambers of Judges Lilly and Swearingin.
28

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1 d) This is but the tip of the iceberg. Many of the
2 documents in this Court's Jury Room show recent attempts by this
3 Cult to infiltrate courthouses, U.S. Government contractors such
4 as Honeywell in Phoenix, to find out what classified projects
5 these contractors were getting from the "Rockefellers" and the
6 "DOD" and other "enemies of mankind".

7 e) I was also informed of a Cult-organized group of
8 vigilantes known as the "minutemen" who were to go beat up
9 dissidents and had in fact done so. I retained no originals of
10 any documents that belonged to the Cult, I simply retained
11 copies, which I am permitted to do. The encrypting diskettes
12 for the Cult computer, were turned over to them prior to the
13 break-ins in my office.

14 f) I also became aware of a plot to obstruct Justice or
15 at the least perpetuate a fraud on the Courts in the form of
16 settlement agreements of numerous pieces of Cult Litigation,
17 which required that the lawyers never take litigation against
18 the Cult in the future, that no-one (lawyers or parties) testify
19 against the Cult, and that all evidence and files be turned over
20 to the Cult for destruction.

21 g) Additionally, I became aware that witnesses such as
22 Bill Franks and others signed contracts to keep quiet about what
23 they knew. In other words they were paid hush money.

24 22. I never engaged in the representation of Aznarans or
25 Mr. Corydon, nor did I impart any confidential "privileged
26 information to them." We have one thing in common, a common
27 criminal enemy -- the Cult -- who the governments of this
28 country have allowed to physically beat its citizens, to betray

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1 their confidences, ignore their civil rights and use the
2 Judicial System to Destroy them.

3 23. That I had a difficult time sleeping knowing what I
4 knew, having represented this criminal Cult -- I readily admit.

5 24. From the time I wanted to substitute out of the Cult
6 cases until present, the Cult failed to make payments for
7 services rendered. A fee dispute arose, when questioned by Cult
8 member Carol Martiniano about who would have facts to support my
9 contentions regarding the fee dispute, I informed her Vicki and
10 others would know. Within a few days Vicki called me to tell me
11 that she had received threats from Earle Cooley on the phone,
12 that she better not be remembering the facts the way she was
13 stating them or she would be sued by the Cult. At that time
14 Vicki informed me of the facts surrounding her incarceration and
15 denial of medical treatment at "Happy Valley". I informed her
16 that she had a potential statute of limitations problem, that I
17 probably shouldn't represent her, but would help her find a
18 lawyer. I told her that she had a place to stay if she wanted
19 one -- my home. She, her husband and Ms. McRae came to my home,
20 found a lawyer and sued. To this day, I haven't seen her full
21 complaint, and no one in my office drafted any part of it.

22 25. It was my determination that I had no conflict of
23 interest in the Aznaran matter, but in order to best serve the
24 Aznarans' interests, they should find other counsel -- so the
25 matter could be resolved on the merits, not by default or
26 attrition.

27 26. As a result of Vicki's visit, I met Mr. Corydon,
28 Vicki's friend. I began to gather evidence for my conflict with

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1 the Cult since the storm clouds were gathering. I had read
2 Mr. Corydon's Book, L. Ron Hubbard - Messiah or Madman, before
3 meeting Mr. Corydon, found the book both frightening and
4 interesting, and submit the same as exhibit 28. I recommend it
5 to the Court's attention.

6 27. Most of the alleged facts set forth in the Declaration
7 of Peti are outright lies. It is true that Mrs. Peti worked for
8 the firm of Herzig & Yanny for a little more than a year. When
9 she quit, she left in the middle of a business day and never
10 returned, contrary to her statement that she came back to the
11 firm from time to time and that I made damaging statements to
12 her.

13 28. In addition to the above, it is also true that my
14 office has copied the work performed on behalf of the plaintiffs
15 and the work performed by other offices to which our office
16 responded on behalf of plaintiffs. We have retained those
17 copies. It is further true that our office has retained the
18 complete diskettes that contain the work that the Herzig & Yanny
19 firm did for the plaintiffs, most of which has been filed and is
20 therefore subject to public inspection. I have also received
21 communications from plaintiffs containing material which indi-
22 cates that they were engaged in criminal activity. I retained
23 copies of those documents in order to establish that these
24 criminal activities are such as to constitute a waiver of the
25 attorney-client privilege and also establish that this lawsuit
26 and their conduct toward me in initiating it are a part of a
27 common purpose and plan carried out by the plaintiffs against
28 all those people who leave their employment or who leave their

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1 church. It is necessary for me to retain those copies to
2 properly defend myself in this action.

3 29. I have had no opportunity to get fully informed advice
4 from my attorney, or from any attorney, as to what I should do
5 with the copies that I formerly retained, which are now held by
6 this Court. I believe that those documents will indicate that
7 the plaintiffs have participated in a consistent conspiracy to
8 obstruct justice and to perpetrate a fraud upon the Court and
9 that by reason thereof, and by reason of the provisions of
10 California Evidence Code §956, such information is not subject
11 to any privilege whatsoever.

12 30. Addressing myself to certain of the specifics of the
13 Dorothy Ann Peti Declaration, my comment is as follows:

14 At no time did I instruct Dorothy Ann Peti or anyone else
15 in the employment of Herzig & Yanny to inflate the billable
16 hours for the plaintiffs, or for any other clients of the
17 office. With reference to Thomas R. Vallier, on numerous
18 occasions, I informed Mr. Vallier that he was either incompetent
19 or had lost sight of the true hours spent on the job, and that I
20 could not bill the client the hours shown on his timesheets, and
21 I drastically reduced the hours billed to the client.

22 31. It is absolutely false that I charged Lisa Wilske's
23 time at other than her normal rate, which ran from various time
24 at \$40 per hour, \$75 per hour, and later, when she finished law
25 school and became an attorney, at \$125 per hour.

26 32. It is not true that Lisa Wilske or anyone else ever
27 asked Ms. Peti to attend any proceeding at the home of Joseph A.
28 Yanny and give an "impression" of conversations with any

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1 individual... Most of the time that Ms. Peti was "at" my home
2 was actually spent at a local bar called the "Poopdeck" and, on
3 at least one of the days that she refers to, she called us to
4 come and get her because she was so drunk that she was afraid to
5 leave the bar by herself. On one of those occasions, she bought
6 me a shirt containing an advertisement of the bar, which is
7 still owned by Declarant.

8 33. I knew Vicki Aznaran because she had been the presi-
9 dent of Religious Technology Center, one of the plaintiffs
10 herein, during the time that I represented the plaintiffs.
11 After Ms. Aznaran left the Church, and after I terminated my
12 professional relationship with plaintiffs, I had numerous
13 conversations with her, and she advised me that she had termi-
14 nated her relationship with plaintiffs and that she had been, in
15 effect, kidnapped and taken to the desert, deprived of medical
16 care, forced to go on marches, and finally was able to escape.
17 She said that she was going to come over and discuss the matter
18 with me. During one of the weekends at my home, in addition to
19 the social pleasantries that were exchanged, she asked me if I
20 could represent her in suits against the Church; I stated that I
21 would have to review the matter.

22 34. At that time, I had heard of Mr. Corydon, but I had
23 not met him until he came to visit with Vicki at my home in
24 Hermosa Beach. I had known that he written the book L. Ron
25 Hubbard -- Messiah or Madman?, and that the plaintiffs were
26 extremely angry with him over writing the book, but I knew
27 little about him. At no time did Mr. Corydon tell me he did not
28 have financial resources to hire an attorney. At no time did I

1 discuss those lack of funds or Lisa Wilske's prior participation
2 with the plaintiffs, nor did I ever offer to have Ms. Wilske, or
3 anyone in my office, represent Mr. Corydon. At no time did I
4 have Lisa Wilske or Richard Wynne or anyone else in my office
5 research any issues concerning the Aznaran Complaint. The only
6 research that was done was by Lisa Wilske and Mary Grieco as to
7 the propriety or possibility of our firm representing someone
8 adverse to the plaintiffs. For many reasons, I decided it would
9 be inappropriate to represent the Aznarans.

10 35. Neither I nor anyone else in the office of Herzig &
11 Yanny to my knowledge drafted any portion of the planned or
12 actual Aznaran Complaint, and it is an absolute lie (as is most
13 of the Declaration of Peti) that I was present during the filing
14 of that Complaint. It is also not true that I imparted any
15 confidential material, or any material whatsoever, to the firm
16 of Cummins & White or to any of its members to assist them in
17 the preparation of the Aznaran Complaint.

18 36. It is true that a stack of documents were brought to
19 my home on one of the dates referred to in the Peti Declaration.
20 These documents related to the break-in of government offices by
21 agents of the plaintiffs in 1977 or 1978 which resulted in an
22 action brought by the United States against the plaintiffs, and
23 resulted in nine of the top executives of the Cult, including
24 the wife of L. Ron Hubbard, being convicted and sent to spend
25 time in the Federal penitentiary.

26 37. I felt they were relevant to my impending suit with
27 the Cult in light of the numerous break-ins to my quarters. The
28 fanciful story told by the petitioner in paragraph 21 on pages 6

1 and 7 of . Peti's Declaration is not only false, but it is
2 intended to create an impression which Ms. Peti knows is false.
3 The facts of that matter are absolutely to the contrary.
4 Ms. Peti is well aware that the motion she refers to was pre-
5 pared by the Church at their own offices and was brought to me
6 by Thomas Vallier at Court when I was present during another
7 matter. I read the documents and refused to sign them. I said
8 that they were wrong and were not to be served. I told
9 Mr. Vallier that they were wrong and were not to be served, and
10 he left. If I had known that they had been served, I would
11 certainly have sent out a "notice of non-hearing." I first
12 learned that the document had been served when I received the
13 motion for sanctions. I inquired of Ms. Peti, and she told me
14 that she had received a call from the Church and that they had
15 told her that I had advised them that she should serve the
16 documents. I told her that that was absolutely false. The
17 Church insisted that I oppose the motion for sanctions and I
18 did.

19 38. At no time did I lecture or otherwise inform Corydon
20 or anyone else concerning the actual facts about the plaintiffs'
21 "weaknesses." I was advised and learned of some of those
22 weaknesses, but that knowledge was one of the things that
23 persuaded me not to represent the Aznarans in their suit against
24 the plaintiffs.

25 39. It is true that, after Vicki Aznaran told me the facts
26 of her imprisonment by the plaintiffs, I told her that she might
27 have a statute of limitations problem and that if she was going
28 to bring an action she had better be careful of the time

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1 limitation. I also told her that I would recommend some
2 attorneys she could go to. She told me that there had been
3 numerous agreements made between the Church and numerous attor-
4 neys and witnesses wherein they had agreed not to represent
5 anyone who had an interest adverse to the Church and the wit-
6 nesses agreed not to testify for anyone who had a cause of
7 action against the Church.

8 40. I have never seen the full Aznaran Complaint. I am
9 not aware of it ever coming to the office of Herzig & Yanny. I
10 was not aware that this was a possibility until my attorney read
11 that portion of the Ms. Peti statement to me on June 26, 1988,
12 paragraph 24 of the Peti Declaration. Under no circumstances
13 did I assist in the preparation of any Complaint by Aznaran
14 against the Church.

15 41. The Declaration of Vicki Aznaran concerning the
16 retainer fee dispute that I presently have with the plaintiffs
17 came in some time prior to any meeting I had with the Aznarans.
18 That Declaration was taken from my office during one of the many
19 break-ins to my office following my termination as attorney for
20 the Church. During one of those break-ins, which was accom-
21 plished by the use of a crowbar, my individual office was broken
22 into as well.

23 42. Paragraph 28 of Ms. Peti's Declaration is absolutely
24 false, and Ms. Peti must know that it is false. Ms. Peti had
25 nothing to do with the billing at our office. If she had taken
26 the time to make an investigation of that billing, she would
27 have discovered that all of the billing for Lisa Wilske, whether
28 for the Church or any of the clients, was billed at Ms. Wilske's

1 regular rate, and was never billed at Yanny's higher partner
2 rate.

3 43. The allegations of paragraph 31 in Ms. Peti's Declara-
4 tion are vicious and false, and are nothing but deliberate lies
5 intended to place me in a bad light before this Court.

6 44. At this point, I have not had sufficient opportunity
7 to review the extensive documentation filed by the Cult in
8 support of the pending Application.

9 45. As to the Declaration of Mr. Vallier, I can only state
10 that the contents of paragraph 2, appear to be generally correct
11 but the contents of paragraph 3 and 4 are out right perjury. As
12 to paragraph 5, I can only state that there was a break-in into
13 my offices, I have no knowledge of what others believe or
14 stated, that I staged no break-in. The balance of Mr. Vallier's
15 paragraph 5 is a lie. As to paragraph 6 and 7 of Mr. Vallier's
16 Declaration, I can only state that both Peti and Vallier (who
17 are now on the Cult's payroll) are Liars and the implications
18 are false. As to paragraph 8, I did withdraw as counsel and
19 executed substitution of attorney papers which were delivered to
20 the Cult representatives for filing in Court. As to the con-
21 tents of paragraphs 9, 10, 11, 12 and 13, I can only state that
22 there was no "conspiracy," and I have no knowledge of Mr.
23 Vallier's conversations with Messrs. Wynne and Grabowski, and
24 that his alleged conversation with me is a figment of his
25 tortious imagination. The contents of paragraph 14 are also
26 false.

27 46. As to the contents of the Declaration of Warren
28 McShane, I can only state that as to:

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1 a) paragraph 3, 4, 5, 6, - the contents are
2 false as far as I know. I never met McShane
3 until 1984.

4 b) The contents of paragraph 7 appears to
5 be generally correct;

6 c) I have no recollection of the allega-
7 tions made in paragraph 8 or 9 of the McShane
8 Declaration, and all my files are with this
9 Court;

10 d) The contents of paragraph 10 appears to
11 be generally correct, except that the dates,
12 and I did represent the Cult in the Litiga-
13 tion specified in paragraph 11.

14 e) As to paragraph 12 and 13, I can only
15 state that Vicki Aznaran was and is my friend
16 (a concept you will not find discussed in the
17 Cult writings of L. Ron Hubbard). In 1985, I
18 was given a \$150,000. non-refundable
19 retainer, "For 1985" not to be applied
20 against billings, as an inducement to begin
21 working nearly full time for the Cult as
22 "co-ordinating attorney". I did submit bills
23 regularly and none of the 1985 retainer was
24 applied against billings. The remainder of
25 paragraphs 13, 14, 15, 16 and 17 are untrue
26 except that I did often reduce my bills to
27 compensate for the quality of the work done
28

1 L. C. Lier, who needed three 2. s to pass
2 the Bar Exam.

3 f) As to the contents of paragraphs 18-24,
4 I can only state that I have had correspon-
5 dence with Mr. Weitzman, but the balance is
6 either untrue, distorted, or not in my memory
7 banks or records.

8 At no time have I ever conspired with anyone to disclose,
9 nor have I disclosed, nor do I intend to disclose any privileged
10 information pertaining to the Plaintiffs in this lawsuit which
11 was obtained during the course of the prior attorney-client
12 relationship between Plaintiffs and Defendants. I do not intend
13 during the course of this lawsuit, nor at any time hereafter, to
14 aid, counsel, or otherwise participate in the legal representa-
15 tion of Vicki J. Aznaran, Richard Aznaran, and Bent Corydon
16 regarding their lawsuits with Plaintiffs.

17 I hereby declare under penalty of perjury under the laws of
18 the State of California that all of the above is true and
19 correct except as to those matters stated on information, and as
20 to those matters I believe them to be true.

21 Executed at Los Angeles, California on this 13th day of
22 July, 1988.

23
24
25 
26 Joseph A. Yanny
27
28

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OU